ကုမ္ပဏီအမည် - U Energy Thaketa Power Co., Ltd.
လုပ်ငန်း - BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓါတ်ငွေ့နှင့်စွန့်ပစ်အပူသုံးဓါတ်အားပေးစက်ရုံ တည် ဆောက်ပြီး လျှပ်စစ်ဓါတ်အား ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း

စဉ်	အကြောင်းအရာ	ဆောင်ရွက်သည့် နေ့စွဲ	ပြန်ကြားချက် ရရှိသည့်နေ့စွဲ	မှတ်ချက်
၁	အဆိုပြုလွှာလက်ခံရရှိခြင်း	၂၀-၁၁-၂၀၁၅		
၂	သဘောထားမှတ်ချက်တောင်းခံခြင်း			
	(က) ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့	၄-၁၂-၂၀၁၅	၁၅-၁-၂၀၁၆	၄၂ ရက်
	(ခ) သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေး ဝန်ကြီးဌာန	၄-၁၂-၂၀၁၅	၁၄-၁၂-၂၀၁၅	၁၀ ရက်
၃	PAT (၄၅/၂၀၁၅) သို့ တင်ပြခြင်း	၇-၁၂-၂၀၁၅		
၄	PAT အစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ပြင်ဆင်တင်ပြရန် အကြောင်းကြားခြင်း ပြန်ကြားခြင်း	၁၂-၁-၂၀၁၆		
၅	အဆိုပြုချက်အား ရက်ပေါင်း ၉၀ ပြည့်သဖြင့် ပြန်လည်ပေးပို့ခြင်း	၂၉-၂-၂၀၁၆		
၆	လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ PAT အစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြလာခြင်း	၅-၇-၂၀၁၆		
၇	ကုမ္ပဏီမှ PATအစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြလာခြင်း	၂၆-၇-၂၀၁၆		
၈	မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်သို့ သဘောထားမှတ်ချက်တောင်းခံခြင်း	၂၈-၇-၂၀၁၆	၂၃-၈-၂၀၁၆	၂၆ ရက်
၉	ကုမ္ပဏီမှ အဆိုပြုလွှာပေးပို့ခြင်း	၁-၉-၂၀၁၆		
၁၀	**စုစုပေါင်းကြာမြင့်ရက်**	**၄၃ ရက်**		

ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၄
PAT ၏ ဆွေးနွေးချက်၊ ဆုံးဖြတ်ချက်အပေါ် ဆောင်ရွက်မှု

စဉ်	လုပ်ငန်းအမည်	အမျိုးအစား	PAT အကြိမ် နေ့စွဲ	ဆွေးနွေးချက်မှ ပြင်ဆင်ရန် လိုအပ်ချက်	ဆောင်ရွက်ပြီးစီးမှု	အလံအမှတ်
၁	၂	၃	၄	၅	၆	၇
၁။	U Energy Thaketa Power Co., Ltd.	BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓါတ်ငွေ့နှင့်စွန့်ပစ်အပူသုံး ဓါတ်အားပေး စက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အားဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း	၄၅/၂၀၁၅ (၇-၁၂-၂၀၁၅)	-Phase II အတွက် Business Planကို ရေးဆွဲတင်ပြထားသဖြင့် ယခုဦးစားပေး ဆောင်ရွက်မည့် Phase I ၏ Business Plan ကိုတင်ပြရန်။	ပြင်ဆင်ပြီး	က
				-မြေငှားစာချုပ် သီးသန့် ချုပ်ဆိုခြင်းမရှိဘဲ Power Purchase Agreement ၏ Schedule 24 တွင် ထည့်သွင်းချုပ်ဆိုထားသည့်အတွက် မြေငှားစာချုပ် သီးသန့် ချုပ်ဆိုပေးရန် နှင့် စာချုပ်(မူကြမ်း)ပေါ်တွင် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထား မှတ်ချက် တောင်းခံရန်။	ပြင်ဆင်ပြီး	ခ
				-မြေငှားစာချုပ်၏နောက်ဆက်တွဲ အဖြစ်မြေပုံပိုင်းခြားခြင်း အထောက်အထားတင်ပြပေးရန်	ပြင်ဆင်ပြီး	ဂ
				-အဆိုပြုလုပ်ငန်းအမျိုးအစား ပြင်ဆင်တင်ပြပေးရန်။	ပြင်ဆင်ပြီး	ဃ
				-ဝန်ထမ်းအင်အားစာရင်း တင်ပြမှုတွင် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေ အခန်း (၁၁)၊ ပုဒ်မ (၂၄)အရ လိုက်နာရေးဆွဲ တင်ပြရန်။	ပြင်ဆင်ပြီး	င
				-လုပ်ငန်းဆောင်ရွက်မည့်မြေဧရိယာကို တိကျစွာဖော်ပြပေးရန်။	ပြင်ဆင်ပြီး	စ

အကြောင်းအရာ။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် U Energy Thaketa Power Co., Ltd. မှ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအား စီမံရေးဦးစီးဌာနပိုင် သာကေတ ဓာတ်အားပေးစက်ရုံဝင်းအတွင်းတွင် BOT စနစ်ဖြင့် သဘာဝဓါတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံး ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Mr. Guan Yukun UREC Energy International Co., Ltd. (တရုတ်ပြည်သူ့သမ္မတနိုင်ငံ)
၂။	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု - UREC Energy International Co., Ltd. (UREC-EI) ၉၇% (တရုတ်ပြည်သူ့သမ္မတနိုင်ငံ) - လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန ၃%
၃။	လုပ်ငန်းအမျိုးအစား	- သဘာဝဓါတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံး ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
၄။	တည်နေရာ	- သာကေတဓါတ်အားပေးစက်ရုံဝင်းအတွင်း၊ သာကေတမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
	မြေအကျယ်အဝန်း	- ၄၀,၉၇၅.၃၅၃ စတုရန်းမီတာ
	မြေပိုင်ရှင်	- လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	- ကိုယ်ပိုင်ငွေ US$ ၃၆.၃၉၂ သန်း(၂၉%) နှင့် ချေးငွေ US$ ၈၉.၂၈ သန်း(၇၁%)အပါအဝင် စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှုပမာဏ US$ ၁၂၅.၆၇၂ သန်း

စဉ်	အကြောင်းအရာ	ရှယ်ယာ	ချေးငွေ	စုစုပေါင်း
၁	ငွေသား	၀.၀၄၅	၀.၁၀၅	၀.၁၅၀
၂	စက်ပစ္စည်း (Machineries)	၂၁.၈၄၀	၅၀.၉၅၉	၇၂.၇၉၉
၃	အဆောက်အဦကုန်ကျစရိတ် (Construction Cost)	၁၂.၈၆၉	၃၀.၀၂၈	၄၂.၈၉၇
၄	စက်မှုဒီဇိုင်း (Engineering Design)	၁.၆၃၈	၃.၈၂၀	၅.၄၅၉
၅	ဆောက်လုပ်မှုကာလအတွင်းအတိုးနှုန်း (Interests during construction)	-	၄.၃၆၇	၄.၃၆၇
	စုစုပေါင်း	၃၆.၃၉၂	၈၉.၂၈၀	၁၂၅.၆၇၂

၆။	ဝင်ငွေရရှိမှုအခြေအနေ (၆နှစ်မြောက်)	ထုတ်လုပ်မည့် လျှပ်စစ်ဓာတ်အား (MWh/year)	ဈေးနှုန်း US$/MWh	ရရှိမည့်ဝင်ငွေ US$ (Million)
		၃၁၃,၇၅၇	၀. ၀၇၉	၂၄.၇၂
၇။	ရောင်းချမည့်နည်းစနစ်	- ပြည်တွင်း ၁၀၀%		
၈။	လုပ်ငန်းသက်တမ်း	- ၃၀ နှစ်		
၉။	တည်ဆောက်ရေးကာလ	- ၂ နှစ်		
၁၀။	ဝန်ထမ်းအင်အား	- ၆၀ ဦး - ၂၅ ဦး(ပြည်တွင်း) အနိမ့်ဆုံးလစာ- US$ ၁၇၀ အမြင့်ဆုံးလစာ- US$ ၄၀၀ - ၃၅ ဦး (ပြည်ပ) အနိမ့်ဆုံးလစာ- US$ ၁,၃၄၅ အမြင့်ဆုံးလစာ- US$ ၁,၉၀၀		
၁၁။	(၆)နှစ်မြောက်တွင်			
	ကုမ္ပဏီ၏ဝင်ငွေ	- US$ ၂၄.၇၂ သန်း		
	အသုံးစရိတ်	- US$ ၂၀.၄၄ သန်း		
	အသားတင်အမြတ်	- US$ ၂.၈၈ သန်း		
၁၂။	နိုင်ငံတော်မှရရှိမည့် အကျိုးအမြတ် (၆)နှစ်မြောက်			
	ဝင်ငွေခွန်	- US$ ၀.၉၆ သန်း		
	ကုန်သွယ်လုပ်ငန်းခွန်	- US$ ၁.၂၂ သန်း		
၁၃။	အရင်းကြေကာလ	- ၈ နှစ် ၁၀ လ		
	အရင်းအနှီးအပေါ်အကျိုးအမြတ် ပြန်ပေါ်နှုန်း (IRR)	- ၁၀ %		

- ပြည်ပမှတင်သွင်းမည့် စက်ပစ္စည်းစာရင်းအား ပူးတွဲဖြင့် တင်ပြထားပါသည်။

(၃၃ထွဲ)

U Energy Thaketa Power Co., Ltd
List of Machinery Equipment To be imported
Expressed in US$ Annex - 2

No.	Description	Type and Specification	Units	Quantity	Unit Price
I	Thermal System		SET	1	54.348
1	Gas Turbine and Auxiliary equipment		SET	1	24.159
2	HRSG AND ACCESSORY		SET	1	5.947
3	ST, STG and Auxiliary equipment		SET	1	7.836
4	Natural gas station	27500Nm3/h	SET	1	6.297
5	Maintenance and hoisting device		SET	1	0.77
6	Compressed air system		SET	1	1.959
7	Nitrogen filling protection		SET	1	0.7
8	Material		LOT	1	3.148
9	Others		SET	1	0.702
10	maintace parts		LOT	1	2.832
II	Primary Electrial Equipment		SET	1	7.696
1	STG system		SET	1	0.245
2	Gas turbine generator outgoing system		SET	1	0.385
3	Phase bus accessory		lot	1	0.105
4	OUTDOOR TRANSFORMER		SET	1	2.239
5	66kV SWITCHGEAR	DOUBLE BUS CONNECTION TWO INCOMING,THREE OUT GOING	SET	1	0.84
6	EMERGENCY DIESEL GENERATOR,	800kW, 400V	SET	1	0.56
7	ELECTRICAL AUXILIARY SYSTEM		SET	1	0.91
8	Lighting system		SET	1	0.07
9	SAFETY SLIDE CONTACTING WIRE(S.C.W.)		SET	1	0.035
10	Material for grounding system		SET	1	0.07
11	Cable		SET	1	1.469
12	Cable accessories		SET	1	0.56
13	Others		LOT	1	0.208
III	Secondary Electrical Equipment		SET	1	1.889
1	DC SYSTEM FOR UNIT		SET	1	0.21
2	UPS SYSTEM		SET	1	0.168
3	GENERATOR EXCITATION		SET	1	0.028
3.1	GENERATOR EXCITATION		SET	1	0.266
4	CONTROL AND PROTECTION SYSTEM FOR UNIT		SET	1	0.42
5	FIRE ALARM SYSTEM	CONTAINS: CONTROL PANEL, DETECTORS, I/O MODULE.	SET	1	0.105
6	OTHER EQUIPMENT		SET	1	0.126
7	66kV SWITCHYARD CONTROL AND PROTECTION SYSTEM		SET	1	0.525
8	Others		LOT	1	0.043
IV	Instrument & Control System		SET	1	2.379
1	INTEGRATED DEVICE		SET	1	0.805
2	CONTROL PANEL, CABINET	(WXDXH)	SET	1	0.665
3	LOCAL EQUIPMENT		SET	1	0.315
4	INSTALL MATERIAL		LOT	1	0.315
5	AUXILIARY SYSTEM		SET	1	0.245
6	Others		LOT	1	0.036
V	WATER SUPPLY AND FIRE FIGHTING SYSTEM		SET	1	3.708
1	C.W. SYSTEM		SET	1	1.049
2	RWA WATER PRE-TREATMENT		SET	1	0.805
3	SERVICE WATER SYSTEM		SET	1	0.175
4	THE POTABLE WATER AND SANITARY WASTE WATER		SET	1	0.28
5	RAIN WATER SYSTEM		SET	1	0.245
6	Oiy waste water treat system		SET	1	0.105
7	FIRE FIGHTING		SET	1	0.98
8	Others		SET	1	0.07

U Energy Thaketa Power Co., Ltd
List of Machinery Equipment To be imported
Expressed in US$

Annex - 2

No.	Description	Type and Specification	Units	Quantity	Unit Price
VI	Chemical water treatment system		SET	1	1.399
1	Demineralization system		SET	1	0.455
2	Chemical dosing system		SET	1	0.245
3	Water and steam sampling system		SET	1	0.14
4	LAB		SET	1	0.315
5	PLANT AREA PIPE		SET	1	0.105
6	Circulating cooling water (CCW) treatment system		SET	1	0.105
7	Others		SET	1	0.035
VII	Heating, Ventilating and Air		SET	1	0.539
Ⅷ	COMMUNICATION SYSTEM		SET	1	0.84
				Total:	72.799

ကုမ္ပဏီအမည် - U Energy Thaketa Power Co.,Ltd.
အဖွဲ့အစည်းပုံသဏ္ဍာန် - ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
လုပ်ငန်းအမျိုးအစား - BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အား ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း
တည်နေရာ - လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး သာကေတမြို့နယ်၊ သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်းရှိ မြေ ၄၀,၉၇၅.၃၅၃ စတုရန်းမီတာ
စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု - US$ ၁၂၅.၆၇၂ သန်း
ဝန်ဆောင်မှုပေးမည့်စနစ် - ပြည်တွင်း ၁၀၀%
လုပ်ငန်းသက်တမ်း - ၃၀ နှစ်
အရင်းကြေကာလ - ၈ နှစ် ၁၀ လ
IRR - ၁၀ %

အထက်ပါလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်၏ Cost & Benefit ကို အောက်ပါဇယားဖြင့် ပြုစုတင်ပြအပ်ပါသည်-

စဉ်	အကြောင်းအရာ	Cost	Benefit
၁	နိုင်ငံ့ဝန်ထမ်း၏လစာ	ကျပ် ၃.၀၀ သန်း (တစ်နှစ်)	
၂	ကုမ္ပဏီမှတ်ပုံတင်ကြေး	-	ကျပ် ၁.၁၇ သန်း
၃	သွင်းကုန်ခွန် ကင်းလွတ်ခွင့်	ကျပ် ၈၇၄.၀၀ သန်း	
၄	ဝင်ငွေခွန်	ကျပ် ၂,၇၂၄.၃၀ သန်း	ကျပ် ၂၀,၆၃၆.၄၀ သန်း
၅	ကုန်သွယ်လုပ်ငန်းခွန်	ကျပ် ၇,၃၅၁.၂၀ သန်း	ကျပ် ၁၄,၅၄၁.၆၀ သန်း
၆	ရေ၊ လျှပ်စစ်မီးသုံးစွဲခ		ကျပ် ၂,၂၃၂.၀၀ သန်း
၇	မြေငှားရမ်းခ		ကျပ် ၄၉၁.၇၁ သန်း
၈	လုပ်ခလစာအပေါ်ဝင်ငွေခွန်		ကျပ် ၂,၅၃၅.၄၈ သန်း တစ်နှစ်ဝင်ငွေ ကျပ် ၄.၈ သန်း (ကျပ်လေးဆယ့် ရှစ်သိန်း) ကျော်ပါကအခွန်ပေးရမည့် ဝန်ထမ်း ၃၈ ဦး
၉	CSR (၁%) အလုပ်အကိုင် အခွင့်အလမ်း		ကျပ် ၃၄၆.၈ သန်း အမြဲတမ်း ပြည်တွင်း ၂၅ ဦး ပြည်တွင်းလုပ်သား(၂၅)ဦး အလုပ် အကိုင်ရရှိမည်ဖြစ်၍ ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့်ဒေသစီးပွားရေးဖွံ့ဖြိုး တိုးတက်မှုကိုအထောက် အကူပြုစေပါသည်။ အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှု လျော့ချရေးကို အထောက်အကူ ပြုစေနိုင်ပါသည်။
		ကျပ် ၁၀,၉၅၂.၅၀ သန်း	**ကျပ် ၄၀,၇၈၅.၁၆ သန်း**
		၁ း ၄	

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက- ၅(လ)/န-၀၀၂/၂၀၁၆ (၃၄၀)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် စက်တင်ဘာလ ၄ ရက်

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ တင်ပြသည့်
အမှာစာ

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် U Energy Thaketa Power Co.,Ltd. မှ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနပိုင် သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို ဆောင်ရွက်ခွင့်ပြုပါရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက်တင်ပြလာခြင်းကိစ္စ**

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနမှ ၃% နှင့် တရုတ် ပြည်သူ့သမ္မတနိုင်ငံတွင် ဖွဲ့စည်းထားသော UREC Energy International Limited (UREC-EI) မှ ၉၇% ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် U Energy Thaketa Power Co., Ltd. ဖွဲ့စည်းတည်ထောင်ပြီး လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီး ဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး သာကေတမြို့နယ်၊ သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း ရှိမြေ ၄၀,၉၇၅.၃၅၃ စတုရန်းမီတာတွင် BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက်တင်ပြလာခြင်းအား ၂၀၁၅ ခုနှစ် ဒီဇင်ဘာလ ၇ ရက်နေ့တွင် ကျင်းပခဲ့သည့် အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ (၄၅/၂၀၁၅) ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

၂။ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနနှင့် တရုတ်ပြည်သူ့သမ္မတနိုင်ငံရှိ UREC Energy International Limited (UREC-EI) တို့သည် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓာတ်အားပေး စက်ရုံဝင်းအတွင်းတွင် သဘာဝဓာတ်ငွေ့နှင့်စွန့်ပစ်အပူသုံး ဓာတ်အားပေးစက်ရုံစီမံကိန်းအား JV/ BOT စနစ်အခြေခံဖြင့် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ အခမဲ့ရှယ်ယာ ၃% ပါဝင်သော ဖက်စပ် ကုမ္ပဏီအား ထူထောင်၍ အကျိုးတူပူးပေါင်းဆောင်ရွက်ရန်အတွက် ဖက်စပ်သဘောတူ စာချုပ်ကို ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ၂၀၁၅ ခုနှစ် စက်တင်ဘာလ ၁၀ ရက်နေ့တွင် ကျင်းပသော အစည်းအဝေးအမှတ်စဉ် ၁၈/၂၀၁၅ မှ သဘောတူ ခွင့်ပြုချက်အရ ၂၀၁၅ ခုနှစ် စက်တင်ဘာလ ၂၂ ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့ပါသည်။

၃။ အဆိုပြုချက်နှင့်အတူ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန၊ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် အဆိုပြုကုမ္ပဏီတို့ချုပ်ဆိုမည့် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေး စက်ရုံစီမံကိန်း အတွက် လုပ်ငန်းသဘောတူစာချုပ်၊ မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် U-Energy Myanmar Co., Ltd. တို့ချုပ်ဆိုသည့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့် ပူးတွဲထားသော လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ် (Power Purchase Agreement -PPA)နှင့်မြေငှားစာချုပ်၊ ချေးငွေအတွက် Facility Agreement နှင့် ချေးငွေပြန်လည်ပေးဆပ်မည့် (Loan Repayment Schedule) တင်ပြထားပါသည်။

၄။ လုပ်ငန်းစီမံကိန်း ကာလမှာ ၃၀ နှစ် ဖြစ်ပြီး တည်ဆောက်မှု ကာလမှာ ၂ နှစ်ဖြစ်ပါသည်။

၅။ မြေငှားသက်တမ်းမှာ လျှပ်စစ်ဓာတ်အားဝယ်ယူရေး စာချုပ်ပါအတိုင်း စီးပွားဖြစ်စတင်သော နေ့မှစ၍ နှစ် ၃၀ ဖြစ်ပါသည်။ မြေငှားရမ်းခနှုန်းထားမှာ တစ်စတုရန်းမီတာလျှင် အမေရိကန် ၁ ဒေါ်လာနှုန်းဖြစ်ပြီး နှစ်စဉ်မြေငှားရမ်းခမှာ အမေရိကန်ဒေါ်လာ ၄၀,၉၇၆ ဖြစ်ပါသည်။

၆။ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနနှင့် UREC Energy International Limited (UREC-EI) တို့ ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့်အညီ ချုပ်ဆိုထားသည့် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန် လုပ်ငန်းသဘောတူစာချုပ်ပါ အဓိကအချက်များမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) ငှားရမ်းမည့် သက်တမ်းကာလမှာ စာချုပ်လက်မှတ်ရေးထိုးပြီး တစ်နှစ်အတွင်း အဆိုပြုလုပ်ငန်း ပထမအဆင့်၏ စီးပွားဖြစ်စတင်သည့်နေ့မှစတင်၍ ၃၀ နှစ်ဖြစ်ပါသည်။ စာချုပ်သက်တမ်း ကုန်ဆုံးချိန်တွင် လုပ်ငန်းပထမအဆင့်နှင့် ဒုတိယအဆင့်ကို လျှပ်စစ်စွမ်းအား စီမံရေးဦးစီးဌာနသို့ ပြန်လည်လွှဲပြောင်းပေးမည်ဖြစ်သည်။ **အပိုဒ်-၃(၂)**

(ခ) Royalty Payment အဖြစ် လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနမှ ရင်းနှီးမြှုပ်နှံမှု ပမာဏတွင် အခမဲ့ရှယ်ယာ ၃% ထည့်ဝင်ခွင့်ရရှိမည်ဖြစ်ပါသည်။ **အပိုဒ်-၆(၁)**

(ဂ) အမြတ်ရရှိမှုအပေါ် စာချုပ်ပါ နှစ်ဦးနှစ်ဖက် အကျိုးခံစားခွင့်တန်းတူရရှိပြီး၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနမှ အစုပေါ်အမြတ်ခွဲဝေမှုကို စီးပွားဖြစ်စတင်ပြီး (၃)နှစ် ပြည့်ပြီးနောက် ရရှိမည်ဖြစ်သည်။ **အပိုဒ်-၁၉(၁)**

၇။ မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် U-Energy Thaketa Power Company Limited တို့ ချုပ်ဆိုထားမည့် Power Purchase Agreement(မူကြမ်း)ပါ အဓိကအချက်များမှာ အောက်ပါ အတိုင်းဖြစ်ပါသည်-

(က) စီမံကိန်းမှ ထုတ်လုပ်သော လျှပ်စစ်ဓာတ်အားကို မြန်မာ့လျှပ်စစ်ဓာတ်အား လုပ်ငန်းသို့ ရောင်းချရမည်ဖြစ်ပါသည်။ **အပိုဒ်-၁(၁)**

(ခ) မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းမှ ဇောတိကသဘာဝဓါတ်ငွေ့စီမံကိန်း သို့မဟုတ် အလားတူစီမံကိန်းမှ လောင်စာထွက်ရှိမှုအပေါ် မူတည်၍ တစ်ရက်လျှင် ၂၀ mmcf ထောက်ပံ့ပေးမည်ဖြစ်ပါသည်။ **[အပိုဒ်-၇(၁)(ခ)]**

(ဂ) စာချုပ်သက်တမ်းကာလသည် အဆိုပြုလုပ်ငန်းပထမအဆင့်၏ ထုတ်လုပ်မှုစတင်သော နေ့မှ ၃၀ နှစ်အထိ ဖြစ်ပါသည်။ **အပိုဒ်-၉(၁)**

(ဃ) စာချုပ်သက်တမ်းတိုးမြှင့်ခြင်းအတွက် နှစ်ဦးနှစ်ဖက် သဘောတူညီချက်အရ တိုးမြှင့်နိုင်ပါသည်။ **အပိုဒ်-၉(၃)**

(င) စာချုပ်သက်တမ်းကုန်ဆုံးချိန်တွင် ကုမ္ပဏီမှ လုပ်ပိုင်ခွင့်နှင့် ပိုင်ဆိုင်မှုအားလုံးကို မြန်မာ့လျှပ်စစ်ဓါတ်အားလုပ်ငန်းသို့ အဖိုးစားနားမဲ့ လွှဲပြောင်းပေးရမည်။ **အပိုဒ်-၁၃(၃)**

၈။ လုပ်ငန်း၏ စုစုပေါင်းမတည်ငွေရင်းပမာဏမှာ US$ ၁၂၅.၆၇၂ သန်းဖြစ်ပြီး ၎င်းတွင် ကိုယ်ပိုင်ငွေ US$ ၃၆.၃၉၂ သန်း(၂၉%) နှင့်ချေးငွေ US$ ၈၉.၂၈ သန်း(၇၁%) အပါအဝင်ဖြစ်ပါသည်။ US$ ၇၂.၇၉၉ သန်းဖိုးကို ပြည်ပမှ တင်သွင်းမည်ဖြစ်ပါသည်။ မတည်ငွေရင်း ထည့်ဝင်မှု အမျိုးအစားမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(US$/သန်း)

စဉ်	အကြောင်းအရာ	ရှယ်ယာ	ချေးငွေ	စုစုပေါင်း
(က)	ငွေသား	၀.၀၄၅	၀.၁၀၅	၀.၁၅၀
(ခ)	စက်ပစ္စည်း(Machineries)	၂၁.၈၄၀	၅၀.၉၅၉	၇၂.၇၉၉
(ဂ)	အဆောက်အဦကုန်ကျစရိတ် (Construction Cost)	၁၂.၈၆၉	၃၀.၀၂၈	၄၂.၈၉၇
(ဃ)	စက်မှုဒီဇိုင်း (Engineering Design)	၁.၆၃၈	၃.၈၂၁	၅.၄၅၉
(င)	ဆောက်လုပ်မှုကာလအတွင်းအတိုးနှုန်း (Interests During construction)	-	၄.၃၆၇	၄.၃၆၇
	စုစုပေါင်း	**၃၆.၃၉၂**	**၈၉.၂၈၀**	**၁၂၅.၆၇၂**

၉။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်း ဝန်ထမ်း (၂၅)ဦးနှင့် ပြည်ပဝန်ထမ်း (၃၅)ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၁၇၀ နှင့် အမြင့်ဆုံး လစာမှာ US$ ၄၀၀ ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး၏အနိမ့်ဆုံးလစာမှာ US$ ၁,၃၄၅ နှင့် အမြင့်ဆုံး လစာမှာ US$ ၁,၉၀၀ ဖြစ်ပါသည်။

၁၀။ အဆိုပြုလုပ်ငန်းမှ ထုတ်လုပ်သော လျှပ်စစ်ဓါတ်အားကို ဌာနသို့ ၁၀၀% ရောင်းချမည် ဖြစ်ပြီး ထုတ်လုပ်မှုမှာ ပုံမှန်နှစ် (ဆဋ္ဌမနှစ်)တွင် အနည်းဆုံး ကီလိုဝပ်နာရီ သန်းပေါင်း ၇၁၇,၃၅၃ နှင့် ရောင်းချမည့် ဈေးနှုန်းမှာ တစ်ကီလိုဝပ်နာရီလျှင် US$ ၀.၀၃၄ ဖြစ်ပါသည်။

၁၁။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် ၆ နှစ်မြောက်တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

			US$ (သန်း)
(က)	ဝင်ငွေ	-	၂၄.၃၂
(ခ)	အသုံးစရိတ်	-	၂၀.၄၄
(ဂ)	အသားတင်အမြတ်	-	၂.၈၈

၁၂။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်မှ ၆ နှစ်မြောက်တွင် ရရှိမည့် အကျိုးအမြတ် ခန့်မှန်းခြေမှာ ဝင်ငွေခွန် US$ ၀.၉၆ သန်းနှင့် ကုန်သွယ်လုပ်ငန်းခွန် US$ ၁.၂၂ သန်း ရရှိမည်ဖြစ်ပါသည်။ လုပ်ငန်း၏ အရင်းကြေကာလမှာ ၈ နှစ် ၁၀ လ ဖြစ်ပြီး အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၁၀% ဖြစ်ပါသည်။

၁၃။ ယင်းအဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာဌာန၊ အဖွဲ့အစည်းများသို့ သဘောထားများ တောင်းခံခဲ့ရာ အောက်ပါအတိုင်း ပြန်ကြားလာပါသည်-

(က) **ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့** **နောက်ဆက်တွဲ-က**

(၁) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်နေရာသည် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါကြောင်း။

(၂) အဆိုပြုလုပ်ငန်း လုပ်ကိုင်ပါက ပြည်တွင်းလုပ်သားအင်အား (၂၅)ဦး အလုပ် အကိုင်ရရှိမည်ဖြစ်သောကြောင့် မြို့နယ်ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူဖြစ်စေပါကြောင်း။

(၃) အဆိုပြုလုပ်ငန်း လုပ်ကိုင်ရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေး ဦးစီးဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတစာတ်အားပေးစက်ရုံဝင်းအတွင်း မြေ ၃၉,၀၀၀ စတုရန်းမီတာအား (1$/$m^2$/year)နှုန်း (၁)နှစ်လျှင်(US$-39000) နှုန်းဖြင့် နှစ် (၃၀) ငှားရမ်းဆောင်ရွက်ခြင်းအပေါ် နေပြည်တော် လျှပ်စစ် စွမ်းအားဝန်ကြီးဌာနနှင့် ဖက်စပ်ဆောင်ရွက်ထားခြင်းအား ကန့်ကွက်ရန်မရှိပါကြောင်း။

(၄) လုပ်ငန်းဆောင်ရွက်မည့် မြေနေရာသည် Retention Pond ဖြစ်နေသော်လည်း သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိစေရန် စီမံဆောင်ရွက်မည်ဟု တင်ပြထားရာတွင် ရေထိန်းကန်အားမြေဖို့၍ အဆောက်အဦ ဆောက်လုပ်ရာ၌ မိုးတွင်းရေ ဝင်ရောက်စုနေမည့်ရေများကို စနစ်တကျရေစီးဆင်းစနစ်ပြုလုပ်ပြီး ငမိုးရိပ်ချောင်းအတွင်းသို့ စီးထွက်နိုင်အောင် အလေးထားဆောင်ရွက်ရန်လိုသကဲ့သို့ ငမိုးရိပ်ချောင်းဒီရေတက်လျှင် Back Flow ပြန်မဝင်လာအောင်လည်း အလေးထားစီမံသင့်ပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။

(ခ) **သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန**

သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်နှင့်အညီ ကုမ္ပဏီမှ Environmental, Social and Health Impact Assessment - ESHIA အစီရင်ခံစာအား ရေးဆွဲဆောင်ရွက်ပြီး သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဝန်ကြီးဌာနမှ စိစစ်ပြီးဖြစ်ပါသည်။

(ဂ) **မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်** **နောက်ဆက်တွဲ-ခ**

(၁) ရင်းနှီးမြှုပ်နှံမှု စုစုပေါင်း အမေရိကန်ဒေါ်လာ ၁၂၅.၆၇၂ သန်းတွင် ချေးငွေ အမေရိကန်ဒေါ်လာ ၈၉.၂၈ သန်းရှိ၍ ရှယ်ယာရှင်များ၏ ထည့်ဝင်မှုအမေရိကန်ဒေါ်လာ ၃၇.၇၀ သန်း ပါဝင်မည်ဖြစ်ရာ Debt to Equity Ratio မှာ 2.33:1 ရှိ၍ လက်ခံနိုင်ပါသည်။ သို့ရာတွင် ချေးငွေပမာဏကို Facility Agreement (မူကြမ်း)၏ မျက်နှာဖုံးတွင်သာ ဖော်ပြ၍ စာချုပ်ထဲတွင် ဖော်ပြထားခြင်း မရှိပါကြောင်း။

(၂) ချေးငွေစာချုပ် အပိုဒ် 8 တွင် Interest Rate မှာ ၇.၅% (p.a) နှင့် Default Interest Rate မှာ ပုံမှန်အတိုးနှုန်းအပေါ် ၂% (p.a) ထပ်ဆောင်း တွက်ချက်မည်ဟု ဖော်ပြထားပြီး အပိုဒ် 8.4 Notification of rates of interest တွင် ယခုချေးငွေစာချုပ်၏ ချေးငွေအတိုးနှုန်းကို Lender မှ အကြောင်းကြားမည်ဖြစ်ကြောင်း ထပ်မံဖော်ပြထားသဖြင့် ချေးငွေအပေါ် အတိုးနှုန်းကို အကြောင်းကြားသည့်အခါ ပြောင်းလဲတောင်းခံနိုင်သည့် သဘောတွေ့ရှိရပါကြောင်း၊ အတိုးနှုန်း ၇.၅% (p.a) မှာ များသည့်အပြင် အတိုးပေးရာတွင် Withholding tax အားငွေချေးသူက ကျခံရမည်ဖြစ်၍ အတိုးစရိတ်များလွန်းပါသည်၊ သို့ဖြစ်ပါ၍ အတိုးနှုန်းအား ပြန်လည်ညှိနှိုင်းသင့်ပါကြောင်း။

(၃) ချေးငွေစာချုပ် အပိုဒ် 11 Fees တွင် Borrower မှ Lender သို့ သဘောတူထားသည့် Fee Letter ပါအတိုင်း Arrangement fee ပေးရန်ဟုသာ ဖော်ပြထား၍ ပမာဏအတိအကျ သတ်မှတ်ထားခြင်းမရှိပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။**(ကုမ္ပဏီသို့ ပြင်ဆင်ရန် အကြောင်းကြားပြီး ဖြစ်ပါသည်။)**

၁၄။ နိုင်ငံခြားငွေအထောက်အထားအဖြစ် U-Energy Thaketa Power Company Limited အမည်ဖြင့် Industrial and Commercial Bank of China (Yangon Branch) တွင် ၂၀၁၆ ခုနှစ်၊ မေလ ၆ ရက်နေ့စွဲဖြင့် ငွေလက်ကျန် အမေရိကန်ဒေါ်လာ ၇၅,၀၅၀ နှင့် ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်လ ၁၈ ရက်နေ့စွဲဖြင့် ငွေလက်ကျန် အမေရိကန်ဒေါ်လာ ၁၂၄,၉၅၀ ရှိကြောင်း တင်ပြထားပါသည်။

၁၅။ U-Energy Thaketa Power Company Limited မှ ဝန်ထမ်းသက်သာချောင်ချိရေး အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းကာကွယ်မှုအစီအစဉ်၊ လုပ်ငန်းခွင်လုံခြုံရေးနှင့်မီးဘေး အန္တရာယ်ကာကွယ်ရေးအစီအစဉ်များအား နှင့် Corporate Social Responsibility အဖြစ်လုပ်ငန်း၏နှစ်စဉ်အသားတင်အမြတ်ငွေ၏ ၁ % ကို သုံးစွဲမည်ဖြစ်ပါကြောင်း ပူးတွဲတင်ပြထားပါသည်။

၁၆။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပါ အခွန်ဆိုင်ရာကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပါရန် တင်ပြထားပါသည်။

၁၇။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) ၅၀ မဂ္ဂါဝပ် သဘာဝ ဓာတ်ငွေ့သုံး ဓာတ်အားပေး စက်ရုံစီမံကိန်းကို ရန်ကုန်မြို့၊ ရွာမ ဓာတ်အားပေးစက်ရုံဝင်းအတွင်း ဆောင်ရွက်ရန် UPP Power (Myanmar) Ltd. အားနိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရခွင့်ပြုမိန့်အမှတ် ၆၃၁/၂၀၁၃(၁၈-၁၀-၂၀၁၃) ဖြင့် ခွင့်ပြုခဲ့ပါသည်။

(ခ) ၅၀မဂ္ဂါဝပ် သဘာဝ ဓာတ်ငွေ့သုံးဓာတ်အားပေး စက်ရုံစီမံကိန်းကို ရန်ကုန်မြို့၊ သာကေတ ဓာတ်အားပေး စက်ရုံဝင်းအတွင်း ဆောင်ရွက်ရန် Max Power Thaketa) Co., Ltd. အား နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ခွင့်ပြုမိန့် အမှတ် ၇၅၇/၂၀၁၄ (၁-၈-၂၀၁၄) ဖြင့် ခွင့်ပြုခဲ့ပါသည်။

(ဂ) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနအနေဖြင့် တစ်ရက်လျှင် သဘာဝဓာတ်ငွေ့ကုဗပေ ၂၀ သန်း ထောက်ပံ့ပေးမည်ဖြစ်ရာ ပထမအဆင့်တွင် ၁၀၆ မဂ္ဂါဝပ် ဓာတ်အားပေး စက်ရုံကို တည်ဆောက်ပြီး သဘာဝဓာတ်ငွေ့ထပ်မံရရှိမှုပေါ် မူတည်၍ ဒုတိယအဆင့် ၃၈၀ မဂ္ဂါဝပ်၊ စုစုပေါင်း စက်တပ်ဆင်အင်အား ၄၈၆ မဂ္ဂါဝပ်ရှိသော သာကေတ သဘာဝဓါတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ် အားပေးစက်ရုံ စီမံကိန်းအား အကျိုးတူ ပူးပေါင်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။

(ဃ) စက်ရုံငှားရမ်းမည့် သက်တမ်းကာလမှာ စာချုပ်လက်မှတ်ရေးထိုးပြီး တစ်နှစ် အတွင်း အဆိုပြုလုပ်ငန်း ပထမအဆင့်၏ စီးပွားဖြစ်စတင်သည့် နေ့မှစ၍ (၃၀)နှစ်ဖြစ်ပြီး နှစ်စဉ်ငှားရမ်းခအား စာချုပ်လက်မှတ်ရေးထိုးသည့်နေ့မှစ၍ သတ်မှတ်မည်ဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

(င) အဆိုပြုလုပ်ငန်း၏ စုစုပေါင်းမတည်ငွေရင်းမှာ BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝ ဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း (ပထမအဆင့်)အတွက်ဖြစ်ကြောင်းတွေ့ရှိရပါသည်။

ဆုံးဖြတ်ရန်အချက်

၁၈။ သို့ဖြစ်ပါ၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနနှင့် တရုတ်ပြည်သူ့သမ္မတနိုင်ငံတွင် ဖွဲ့စည်းထားသော UREC Energy

International Limited (UREC-EI) တို့သည် မြန်မာနိုင်ငံတွင် U Energy Thaketa Power Co., Ltd. ဖွဲ့စည်းတည်ထောင်ပြီး လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေး ဦးစီးဌာနပိုင် သာကေတ ဓာတ်အားပေး စက်ရုံဝင်းအတွင်းရှိ မြေ ၄၀,၉၇၅.၃၅၃ စတုရန်းမီတာတွင် BOT စနစ်ဖြင့် ၁၀၆ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့နှင့်စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို ဆောင်ရွက်ခွင့်ပြုပါရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက် တင်ပြလာခြင်းနှင့်စပ်လျဉ်း၍ ခွင့်ပြုမိန့်ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

(နောက်ဆက်တွဲ - က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၃ / ၆ - ၃ (၄၃) / စိုက်မွေး
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီ လ ၁၅ ရက်

သို့
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၄. ၁၂. ၂၀၁၅)ရက်စွဲပါစာအမှတ်၊ ရကာ - ၄/ န-၄၄/၂၀၁၅(၉၄၈)

၁။ တရုတ်ပြည်သူ့သမ္မတနိုင်ငံတွင် ဖွဲ့စည်းထားသော UREC Energy International Limited (UREC-E1)မှ မြန်မာနိုင်ငံတွင် U Energy Thaketa Power Co., Ltd. တည်ထောင်ပြီး ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတ ဓါတ်အားပေးစက်ရုံဝင်းအတွင်း မြေ (၃၉၀၀၀ စတုရန်းမီတာ)တွင် သဘာဝဓါတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံး ဓါတ်အားပေးစက်ရုံစီမံကိန်းအား BOT စနစ်အခြေခံဖြင့်တည်ဆောက်ပြီး လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား ဆောင်ရွက်ခွင့်ပြုပါရန် လျှောက်ထားလာမှုအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာခြင်းနှင့်စပ်လျဉ်း၍ ကွင်းဆင်းစိစစ်မှုအရ အောက်ပါအတိုင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်မည့်နေရာသည် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါ။

(ခ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ပါက ပြည်တွင်းလုပ်သားအင်အား(၂၅)ဦး အလုပ်အကိုင်ရရှိမည် ဖြစ်သောကြောင့် မြို့နယ်ဒေသ အလုပ်အကိုင်အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှု အတွက် အထောက်အကူ ဖြစ်စေပါသည်။

(ဂ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာနပိုင် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓါတ်အားပေးစက်ရုံဝင်းအတွင်း မြေ (၃၉၀၀၀ စတုရန်းမီတာ) အား (1 $/m²/year)နှုန်း (၁)နှစ်လျှင်(USD-39000 $)နှုန်းဖြင့် နှစ် (၃၀)ငှားရမ်းဆောင်ရွက်ခြင်း အပေါ် နေပြည်တော်၊ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနနှင့် ဖက်စပ်ဆောင်ရွက်ထားခြင်းအား ကန့်ကွက်ရန်မရှိပါ။

(ဃ) လုပ်ငန်းဆောင်ရွက်နိုင်မည့် မြေနေရာသည် Retention Pond ဖြစ်နေသော်လည်း သဘာဝ ပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိစေရန် စီမံဆောင်ရွက်မည်ဟု တင်ပြထားရာတွင် ရေထိန်းကန်အားမြေဖို့၍ အဆောက်အဦဆောက်လုပ်ရာတွင် မိုးတွင်းရေဝင်ရောက် စုနေမည့်ရေများကို စနစ်တကျရေစီးဆင်းစနစ်ပြုလုပ်ပြီး ငမိုးရိပ်ချောင်းအတွင်းသို့ စီးထွက်နိုင်အောင် အလေးထားဆောင်ရွက်ရန်လိုသကဲ့သို့ ငမိုးရိပ်ချောင်းဒီရေတက်လျှင် Back Flow ပြန်မဝင်လာအောင်လည်း အလေးထားစီမံသင့်ပါကြောင်း အကြံပြုပါသည်။

၂။ အထက်ဖော်ပြပါအချက်များကြောင့် (၇. ၁. ၂၀၁၆)ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁/၂၀၁၆)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၅၇)အရ U Energy Thaketa Power Co., Ltd.၏ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းသစ်ဆောင်ရွက်မှုအား ခွင့်ပြုသင့်ပါကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

(မြင့်ဆွေ)
ဝန်ကြီးချုပ်

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးလျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီး
ရန်ကုန်အရှေ့ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
သာကေတမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
U Energy Thaketa Power Co., Ltd.
လက်ခံစာတွဲ
မျှောစာတွဲ

(နောက်ဆက်တွဲ - ၁)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

M4 - 889
23.8.16

စာအမှတ်၊ မဗဘ/ ဘဏ်စစ်/ ၄(၂၀၅/၂၀၁၆)
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်လ ၁၈ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ သဘောထားမှတ်ချက် ပြန်ကြားခြင်း

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၇-၇-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက-၅(လ)/န-၀၀၂/၂၀၁၆(၄၀၂)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ရည်ညွှန်းချက်ပါစာဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံး ဓာတ်အားပေး စက်ရုံစီမံကိန်း ဆောင်ရွက်မည့် U Energy Thaketa Power Co., Ltd သည် လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းဆောင်ရွက်ရန် အတွက် UREC Energy International Limited ထံမှ ချေးငွေ အမေရိကန်ဒေါ်လာ ၈၉.၂၈ သန်း ရယူလိုခြင်းအပေါ် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထားမှတ်ချက် တောင်းခံလာခြင်းနှင့် စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက် ပြန်ကြားအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှု စုစုပေါင်း အမေရိကန်ဒေါ်လာ ၁၂၅.၆၇၂ သန်းတွင် ချေးငွေ အမေရိကန်ဒေါ်လာ ၈၉.၂၈ သန်းရှိ၍ ရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု အမေရိကန် ဒေါ်လာ ၃၇.၇၀ သန်း ပါဝင်မည်ဖြစ်ရာ Debt to Equity Ratio မှာ 2.33:1 ရှိ၍ လက်ခံနိုင်ပါသည်။ သို့ရာတွင် ချေးငွေပမာဏကို Facility Agreement (မူကြမ်း) ၏ မျက်နှာဖုံးတွင်သာ ဖော်ပြ၍ စာချုပ်ထဲတွင် ဖော်ပြထားခြင်းမရှိပါ၊

(ခ) ချေးငွေစာချုပ် အပိုဒ် 8 တွင် Interest Rate မှာ ၇.၅% (p.a) နှင့် Default Interest Rate မှာ ပုံမှန်အတိုးနှုန်းအပေါ် ၂% (p.a) ထပ်ဆောင်းတွက်ချက်မည်ဟု ဖော်ပြထား ပြီး အပိုဒ် 8.4 Notification of rates of interest တွင် ယခုချေးငွေစာချုပ်၏ ချေးငွေ အတိုးနှုန်းကို Lender မှ အကြောင်းကြားမည် ဖြစ်ကြောင်း ထပ်မံ ဖော်ပြထား သဖြင့် ချေးငွေပေါ် အတိုးနှုန်းကို အကြောင်းကြားသည့်အခါ ပြောင်းလဲတောင်းခံနိုင် သည့်သဘော တွေ့ရှိရပါသည်၊ အတိုးနှုန်း ၇.၅% (p.a) မှာ များသည့်အပြင် အတိုးပေး

ရာတွင် Withholding tax အား ငွေချေးသူက ကျခံရမည်ဖြစ်၍ အတိုးစရိတ်များလွန်းပါသည်၊ သို့ဖြစ်၍ အတိုးနှုန်းအား ပြန်လည်ညှိနှိုင်းသင့်ပါသည်၊

(ဂ) ချေးငွေစာချုပ် အပိုဒ် 11 Fees တွင် Borrower မှ Lender သို့ သဘောတူထားသည့် Fee Letter ပါအတိုင်း Arrangement fee ပေးရန်ဟုသာ ဖော်ပြထား၍ ပမာဏ အတိအကျ သတ်မှတ်ထားခြင်းမရှိပါ။

၁၇/၈/၂၀၁၆

(ခင်စောဦး)

ဒုတိယဥက္ကဋ္ဌ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-UREC) (၁၂၃၀)/ ၂၀၁၆

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ [illegible] ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် U Energy Thaketa Power Co., Ltd မှလျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနပိုင်သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း BOT စနစ်ဖြင့် သဘာဝဓာတ်ငွေ့သုံးနှင့် စွန့်ပစ်အပူသုံးဓာတ်အား ပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း အဆိုပြု တင်ပြခြင်းကိစ္စ**

ရည်ညွှန်းစာ ။ (၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၂၄-၁၂-၂၀၁၅) ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-UREC) (၁၇၂၂၅)/ ၂၀၁၅

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၂-၁-၂၀၁၆)ရက်စွဲပါ စာအမှတ်၊ ရက-၄/ န- ၀၄၄/ ၂၀၁၆ (၀၂၇)

၁။ တရုတ်ပြည်သူ့သမ္မတနိုင်ငံတွင် ဖွဲ့စည်းထားသော UREC Energy International Ltd (UREC-EI) မှ မြန်မာနိုင်ငံတွင် U Energy Thaketa Power Co., Ltd တည်ထောင်ပြီး လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနပိုင် သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း မြေ ၉၃၀၀၀ စတုရန်းမီတာကို BOT စနစ်ဖြင့်ငှားရမ်း၍ သဘာဝဓာတ်ငွေ့သုံးနှင့် စွန့်ပစ်အပူသုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုစိစစ်ရေးအဖွဲ့၏ ၄၅/၂၀၁၅ အစည်းအဝေးသို့ တင်ပြရာ ယင်းအစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ ပြန်လည်တင်ပြပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ အကြောင်းကြားလာသဖြင့် ရည်ညွှန်း(၁)ပါစာဖြင့် ပြန်လည်တင်ပြခဲ့ပြီးဖြစ်ပါသည်။

၂။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ လိုအပ်သည့်အချက်များအား ထပ်မံဖြည့်စွက်ပြင်ဆင်ပေးပါရန် ရည်ညွှန်း(၂)ပါစာဖြင့် ထပ်မံအကြောင်းကြားလာပါသဖြင့် အောက်ဖော်ပြပါ (က)၊ (ခ)၊ (ဂ)၊ (ဃ) နှင့်(င) တို့အားလည်းကောင်း၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာ

ဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်နှင့်အညီပြင်ဆင်ထားသော (စ)ပါ အစီရင်ခံစာအားလည်း ကောင်း ပူးတွဲလျက် ပေးပို့တင်ပြအပ်ပါသည်-

(က) Phase I ၏ Business Plan

(ခ) ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်တောင်းခံရယူပြင်ဆင်ထားသော မြေငှားစာချုပ် (မူကြမ်း)

(ဂ) မြေငှားစာချုပ်၏ နောက်ဆက်တွဲအဖြစ် မြေပုံပိုင်းခြားခြင်း အထောက်အထား (မိတ္တူ)

(ဃ) အဆိုပြုလုပ်ငန်းအမျိုးအစား

(င) ဝန်ထမ်းအင်အားစာရင်း

(စ) Environmental, Social & Health Impact Assessment for Yangon Thaketa Combined Cycle Power Plant at Thaketa Township

၁၄/၁/၁၆

ပြည်ထောင်စုဝန်ကြီး (ရွှေလိုက်ငှား)

(ထိန်လွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို -

ရုံးလက်ခံ

မိတ္တူ

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

မြေစီမံခန့်ခွဲမှုဌာန

မြေငှားဂရန်စာချုပ်

သာကေတ မြို့နယ်

[illegible]

သာကေတ [illegible]

[illegible]

အမည်	....	မြို့နယ်	....သာကေတ......
နိုင်ငံသား/အမျိုးသား	....	မြေတိုင်းရပ်ကွက်	........၉/၁၀.......
မှတ်ပုံတင်အမှတ်	....	လူနေရပ်ကွက်အမှတ်	........၉/၁၀.......
မြေငှားစာချုပ်အမှတ်	သာကေတ / [illegible] / [illegible]	မြေကွက်အမှတ်	....
အမှုတွဲအမှတ်/နေ့စွဲ	....	မြေကွက်လိပ်စာ	....သာကေတ..

၇၈၈ / မြေငှား (၁၁၈၈) /

၁။ အငှားချထားရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ဝန်ခံကတိပြုလုပ်သည် -

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်သည့်နေ့ရက်တွင် သတ်မှတ်သည့်နည်းလမ်းအတိုင်း ပေးသွင်းခြင်းနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း(၆၀)ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရမည်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆)လအတွင်း စတင်ဆောက်လုပ်၍ အဆိုပါမြေကွက်ပေါ်တွင် ကောင်းမွန်ခိုင်ခံ့သောလူနေအိမ်ကို ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ အင်ဂျင်နီယာဌာန (အဆောက်အအုံ)မှ သတ်မှတ်ခွင့်ပြုသည့်ပုံစံအတိုင်း စည်ပင်သာယာတရားဥပဒေနှင့်အညီ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ် စသည်တို့ကို အဆိုပါ နှစ်ပေါင်း(၆၀)ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ် ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့်ဆက်သွယ်ရန်။

(ဃ) အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံများ တည်ဆောက်ရာတွင် ဒေသန္တရအာဏာပိုင် (သို့မဟုတ်) ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ အင်ဂျင်နီယာဌာန (အဆောက်အအုံ)၏ ကြိုတင်ခွင့်ပြုချက် ရယူရန်။

(င) အငှားချထားသူ၏စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတပါးအခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့်လူနေအိမ်ကို၊ လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်။

(စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိပဲ စာချုပ်ပါမြေကိုခွဲခြမ်းခြင်း မပြုရသည့်အပြင် ၎င်းမြေ၏တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်းခြောက်ဆယ် (၆၀)ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူး၏အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ပိုင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း (၆၀) အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါ မြေကွက်တည်ရှိသည့်အဆောက်အအုံနှင့် ယင်းအဆောက်အအုံတွင် ပါဝင်တည်ဆောက်ထားသော ပစ္စည်းများ မပါဝင်စေပဲ အဆိုပါ မြေကွက်ကို အငှားချထားသူအား အေးအေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ်(၂)အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသည့် အဆောက်အအုံနှင့် ယင်း၏အဆောက်အအုံတွင် ပါဝင်တည်ဆောက်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးအေးစွာပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ပေါ်ပြူပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ .[illegible]. ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထိုနောက် အချိန်ကာလတွင်ဖြစ်စေ၊ ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန်ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်း၏အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးသည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်၊ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့သော်ကာမူ ဤစာချုပ်ကို ပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများကို အဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်းပဋိညာဉ်ခံချက်ပြုလုပ်သည် --

(က) အပိုဒ်(၂)အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့်နည်းလမ်းအတိုင်း အငှားဂရန်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်၊ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက် အဆောက်အအုံ စသည့်ပစ္စည်းများ၏ ထင်ရှား၍ လူအများ မြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်၊ အဆိုပါ နို့တစ်စာကို ပြဆိုသည့်နည်းလမ်းအတိုင်း ပေးပို့ခြင်း၊ ကပ်ထားခြင်းပြုလုပ်ပြီး နောက်ရက်ပေါင်း (၆၀)အတွင်း အငှားစာချုပ်ရသူက အဆိုပါဌာနမှူးအား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသော စရိတ်အားလုံးနှင့်တစ်ကွ အဆိုပါဌာနမှူးသို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက်တစ်ခုခုနှင့်စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါဌာနမှူး ကြေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ကျန်ရှိသေးသောကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့် အချိန်တွင် ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးမကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်းတစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့်အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေး ကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ပျက်လိုဖျက်စီး ပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတပါး၊ အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိနေသောအဆောက်အအုံနှင့်

သာကေတမြို့နယ်

မြေငှားဂရန်မှာအချုပ်

နေ့စွဲ၊ ၁၉၉၃ ခုနှစ်၊ နိုဝင်ဘာ လ၊ ၂၂ ရက်

ရကစ/မြေရာ(သကတ/ /၉၃)

မြေငှားစာချုပ်အမှတ် သကထ/၄၁၃/၁၀၀၃ ၉၅ အမှုတွဲအမှတ် ....

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာန (နောက်တွင် "အငှားချထားသူ"ဟု ရည်ညွှန်းသည်၊ "အငှားချထားသူ"ဆိုသည့် စကားရပ်တွင်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာနဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်)နှင့် ....သာကေတ.......... မြို့နေ ဦး .... ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် .... နိုင်ငံသား/အမျိုးသား မှတ်ပုံတင်အမှတ် ....

(နောက်တွင် "အငှားစာချုပ်ရသူ"ဟု ရည်ညွှန်းသည်)တို့ ၁၃၅၅ ခုနှစ်၊ .....တန်ဆောင်မုန်း...... လဆန်း/လပြည့်ကျော် ..၉.. ရက်နေ့၊ ၁၉၉၃ ခုနှစ်၊ ...နိုဝင်ဘာ...... လ ၂၂.. ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ် ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့်မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကိုပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တစ်ကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်၊ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည်၊ ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ၊ ထိုသို့ရှာဖွေ တူးဖော်သယ်ဆောင်ရာ၌၊ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအား သင့်လျော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်၊ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးက ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ..၂၂.၁၁.၉၃...... နေ့မှစ၍ နှစ်ပေါင်း ...၆၀........ ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါစာချုပ်ကို အငှားချထားသည်။

နှစ်ပေါင်း(၆၀) မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ ၂၀၅၃. ခုနှစ် .နိုဝင်ဘာ......... လ ၂၁. ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ(၁၅)နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေကျပ် .... ပြား ..... (ကျပ် .... ပြား တိတိ)ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း(၁)ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်၊ အဆိုပါနှစ်ပေါင်း(၆၀)ကာလ အပိုင်းအခြား၏ ဒုတိယ၊ တတိယနှင့် စတုတ္ထ(၁၅)နှစ်စီအတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

အခြားပစ္စည်းများ၏တန်ဘိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း သို့တည်းမဟုတ် ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာနနှင့် တာဝန်မရှိစေရန်။

(ခ) အပိုဒ်(၂)အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင်ပေးဆောင်၍ ဤစာချုပ်ပါ ဒိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများကို အဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန်မီ ခြောက်လအတွင်း ဖျက်သိမ်း သယ်ယူခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလအခြေအနေအတိုင်း ရှိအောင်ပြုပြင်ပေးရန်။

(ဂ) (၂၀၀၈) ခုနှစ် ဩဂုတ်လ ၂၁ ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါးနှစ်ကုန်ဆုံးသောအခါ ဒုတိယတစ်ဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါးနှစ်ကုန်ဆုံးသောအခါ တတိယ တစ်ဆယ့်ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါးနှစ်ကုန်ဆုံးသောအခါ စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန် အကယ်၍ အထက်ပါနည်းဥပဒေအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်းထားသည့် နည်းဥပဒေအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပါတ်မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက် မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်း သုံးဆယ်အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသော ပဋိညာဉ်ခံချက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပါတ် မြေငှားခဖြင့်၊ နောက်ထပ် နှစ်ပေါင်းသုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှားစာချုပ်အသစ်ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံး ခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်၊ အကြောင်းကြားရမည်၊ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ ခြောက်လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန် အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်း မရှိသေးလျှင် ပထမ မြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပါတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်၊

ဤစာချုပ် ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးနှင့် ဒုတိယဌာနမှူးတို့ရှေ့တွင် ဤကော်မတီတံဆိပ်ခပ်နှိပ်၍ အဆိုပါဌာနမှူးနှင့် အဆိုပါ ~~[illegible]~~ ၀က္ကံမှူး [illegible] သည့် ဤစာချုပ်ကို အထက်၌ ဖော်ပြခဲ့သည့် နေ့ရက်တွင် လက်မှတ် ရေးထိုးကြပါသည်။ [illegible]

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

မြေစီမံခန့်ခွဲမှုဌာန

တံဆိပ်

တံဆိပ်ကိုမြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးနှင့် ဒုတိယဌာနမှူးတို့ ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါဌာနမှူးနှင့် ဒုတိယဌာနမှူးတို့ လက်မှတ်ရေးထိုးသည်။

..................ဌာနမှူး....
မြို့ပြမြေစီမံခန့်ခွဲမှုဌာန [illegible]

အသိသက်သေ

....
ဌာနခွဲမှူး [illegible]

....
ဒုတိယဌာနမှူး

[illegible]
သာကေတ [illegible]
အငှားစာချုပ်ရသူ [illegible] ..... က လက်မှတ်ရေးထိုးသည်။
[illegible]

အသိသက်သေ

၁။ ____________________

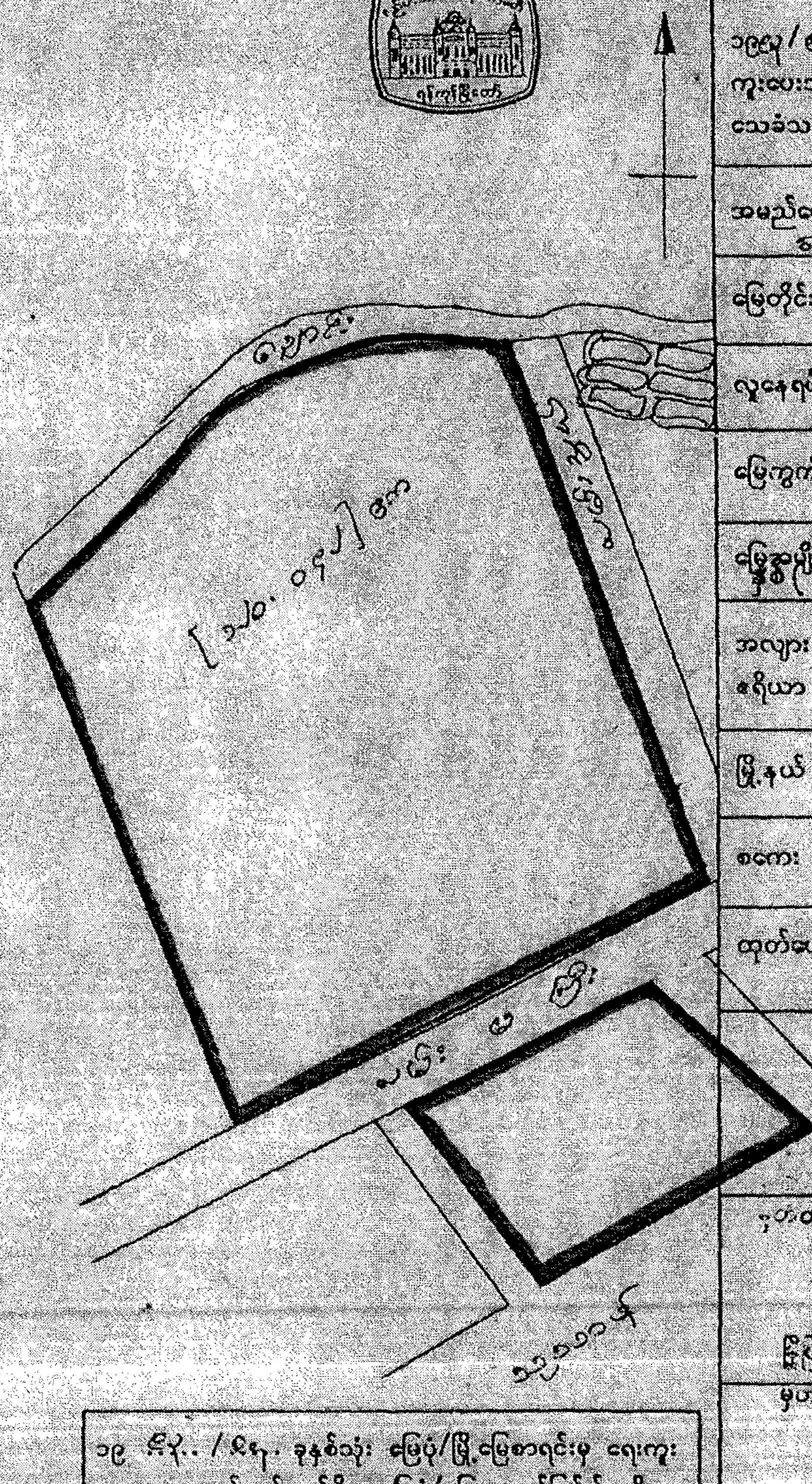
၂။ ____________________

....
အထက်တွင် ရည်ညွှန်းထားသည့်အတိုင်း [illegible] သာကေတ-[illegible]
ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် [illegible]

မြေတိုင်းရပ်ကွက်အမှတ် ....[illegible]/၁[illegible]......

ရန်ကုန်မြို့ ....သာကေတ...... မြို့နယ်
အတွင်းရှိ .... တန်းစား၊ မြေကွက်အမှတ် .... ဖြစ်သည့် ပူးတွဲပါ မြေပုံ၌
မှင်နီဖြင့်ပြထားသောအလျား ......ပေ၊ အနံ .... ပေခန့်ရှိသောအလားအလာ
အရှေ့လားသော် ......[illegible]......
အနောက်လားသော် ....
တောင်လားသော် ......[illegible]......
မြောက်လားသော် ....[illegible]......
အတွင်းရှိ မြေအားလုံးဧရိယာ .... ဧက၊ (စတုရန်းပေ ....)

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်
ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ



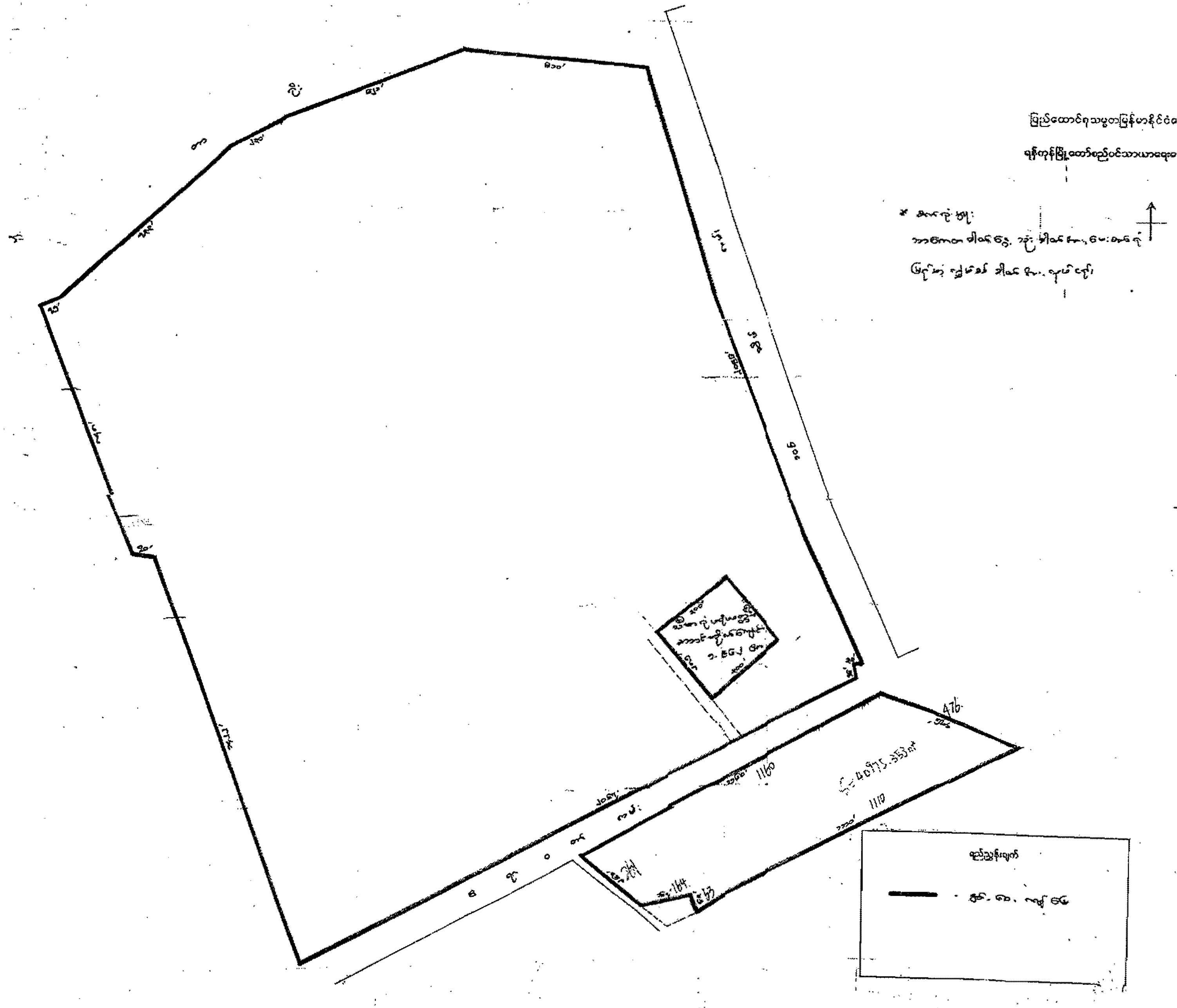
၁၉၄၅/၄၇ ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်းသက်သေခံသည့် မြေငှားဂရန်မြေပုံ	
အမည်ပေါက်	[illegible]
မြေတိုင်းရပ်ကွက်အမှတ်	၉/၂၀
လူနေရပ်ကွက်အမှတ်	၉/၂၀
မြေကွက်အမှတ်	
မြေအမျိုးအစား	နှစ် (၆၀) မြေငှားဂရန်စာချုပ်
အလျား ...... X အနံ ...... ဧရိယာ	
မြို့နယ်	ဗဟန်း
စကေး	၁" = ၃၀၀'
ထုတ်ပေးသည့်အမှုတွဲအမှတ်	
မြေတိုင်း (၃) မြေစီမံခန့်ခွဲမှုဌာနခွဲ၊ နှင့် ...ထိန်းသိမ်းရေးဌာန	
မြေတိုင်း (၁) မြို့ပြ မြေစီမံခန့်ခွဲမှုဌာနခွဲ နှင့် ...ထိန်းသိမ်းရေးဌာန	

၁၉၄၅/၄၇ ခုနှစ်သုံး မြေပုံ/မြို့မြေစာရင်းမှ ရေးကူးသော ကောက်နုတ်ချက်မိတ္တူမြေပုံ/မြေရာဇဝင်ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြေစီမံခန့်ခွဲမှုဌာန)

...ခွဲမှူး ...ခွဲမှုဌာနခွဲ နှင့်
...ထိန်းသိမ်းရေးဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ



၂၀၁၄/၁၅ ခုနှစ်သုံးမြေပုံ အရ တိုင်းတာပေးသည့်မြေကွက်ပိုင်း နယ်သတ်မြေပုံ	
အမည်ပေါက်	*
မြေကွက်/ရပ်ကွက်အမှတ်	၆/အ
လူနေရပ်ကွက်အမှတ်	–
မြေအမျိုးအစား	96.60 ၉၆.၆၀ ဧက
ဧရိယာ	120.04 ၁၂၀.၀၄၂ ဧက
မြို့နယ်	[illegible]
စကေး	၁" ၂၀၀'-၀"
လျှောက်ထားသည့်အကြောင်းအရာ	
[illegible]	
မြေတိုင်း(၁) [illegible]	
[illegible]	

中国银行
BANK OF CHINA

单位存款证明
CERTIFICATE OF CORPORATE DEPOSIT

编号：
No. A 0789176

致：云南联合外经股份有限公司

应 云南联合外经股份有限公司 （单位名）的要求，我行证明：________（单位名）在我行的存款账户

☑截止到 2014 年 07 月 11 日有如下余额：

☐从____年__月__日到____年__月__日期间每日余额均不低于：

To: ________

Requested by ________ (corporate name), we hereby certify that ________ (corporate name) has maintained account(s) with our bank, and

☐up to ________ (YYYY/MM/DD), available credit balances are as follows:

☐from ________ (YYYY/MM/DD) to ________ (YYYY/MM/DD), available credit balances are no lower than:

账号 Account No.	货币/金额（小写） Amount in Figures	货币/金额（大写） Amount in Words	是否已质押或被冻结? If it has been pledged or frozen?
134000417658	CNY100,086,058.44	CNY壹亿零捌万陆仟零伍拾捌元肆角肆分	NO

合计金额（大写）： 壹亿零捌万陆仟零伍拾捌元肆角肆分
Total Amount in Words:

此存款证明不作为质押、担保之用，由此引起的后果，我行不负任何责任。本证明不得进行任何涂改，涂改后的证明无效。

This certificate is not permitted to be used as guarantee or pledge in any purpose. We do not hold any liability for the consequences involved thereby. This certificate cannot be modified or altered. If modified or altered, it will lose validity automatically.

中国银行股份有限公司________分行
Bank of China Limited ________ Branch

（盖章）
(SEAL)

（印章：中国银行股份有限公司云南省分行 业务专用章 (9) 14.07.18）

2014年 07月 18日
YYYY MM DD

To:
Directors
Myanmar Investment Commission
Yangon, the Republic of the Union of Myanmar

Dated: 31st August, 2016

Our Ref: 02-YGGT-UETP-MIC

Subject：Thaketa CCGT-*Submission of Land Lease Agreement Clarification*

Dear Madam/Sir,

Thank you for your ever made effort for Thaketa Gas-Fired Combined Cycle Power Plant. As per your suggestion, we would like to clarify the reasons of the modification of the Land Lease Agreement as following:

For the PAT meeting on 7th December 2015 (Monday) , we submitted you the draft of the Land Lease Agreement between MEPE and U Energy. At that time, the LLA was under discussion and hasn't been signed by each Parties, the accurately Area of Land was also not confirmed either.

The estimated Area of Land was 39,000.00 sq.m, but after calculated carefully with the parameters of the land map, MEPE confirmed the final Area of Land was 40,975.353 Square Meters. With this final square meters, MEPE and U Energy Thaketa Power Co.,Ltd signed the Land Lease Agreement at March 2016.

Hereby we would like to explain you the final Area of Land is 40,975.353 Square Meters.

Your kindly understanding will be highly appreciated!

With best regard!

Dong Fan
Managing Director
U ENERGY THAKETA POWER CO., LTD.

No.	Description	Type and Specification	Units	Quantity	Unit Price	Amount (Million)	Amount (Million)	Remark
I	Thermal System		SET	1	49.49629	49.49629	0.73630	
1	Gas Turbine and Auxiliary equipment		SET	1	23.2121	23.2121	0.34530	
2	HRSG AND ACCESSORY EQUIPMENT		SET	1	5.713955	5.713955	0.08500	
3	ST，STG and Auxiliary equipment		SET	1	7.528976	7.528976	0.11200	
4	Natural gas station	27500Nm3/h	SET	1	6.05007	6.05007	0.09000	
5	Maintenance and hoisting device		SET	1	0.739453	0.739453	0.01100	
6	Compressed air system		SET	1	1.882244	1.882244	0.02800	
7	Nitrogen filling protection		SET	1	0.67223	0.67223	0.01000	
8	Material		LOT	1	3.025035	3.025035	0.04500	
9	Others		SET	1	0.67223	0.67223	0.01000	
II	Primary Electrial Equipment		SET	1	7.39453	7.39453	0.11000	
1	STG system		SET	1	0.235281	0.235281	0.00350	
2	Gas turbine generator outgoing system		SET	1	0.369727	0.369727	0.00550	
3	Phase bus accessory		lot	1	0.100835	0.100835	0.00150	
4	OUTDOOR TRANSFORMER SYSTEM		SET	1	2.151136	2.151136	0.03200	
5	66kV SWITCHGEAR	DOUBLE BUS CONNECTION TWO INCOMING,THREE OUT GOING LINES	SET	1	0.806676	0.806676	0.01200	
6	EMERGENCY DIESEL GENERATOR, SWITCH CUBICLE	800kW，400V	SET	1	0.537784	0.537784	0.00800	
7	ELECTRICAL AUXILIARY SYSTEM		SET	1	0.873899	0.873899	0.01300	
8	Lighting system		SET	1	0.067223	0.067223	0.00100	
9	SAFETY SLIDE CONTACTING WIRE(S.C.W.)		SET	1	0.033612	0.033612	0.00050	
10	Material for grounding system		SET	1	0.067223	0.067223	0.00100	
11	Cable		SET	1	1.411683	1.411683	0.02100	
			SET	1	0.537784	0.537784	0.00800	
13	Others		LOT	1	0.201669	0.201669	0.00300	
III	Secondary Electrical Equipment		SET	1	1.815021	1.815021	0.02700	
1	DC SYSTEM FOR UNIT		SET	1	0.201669	0.201669	0.00300	
2	UPS SYSTEM		SET	1	0.161335	0.161335	0.00240	
3	GENERATOR EXCITATION SYSTEM		SET	1	0.026889	0.026889	0.00040	
3.1	GENERATOR EXCITATION		SET	1	0.255447	0.255447	0.00380	
4	CONTROL AND PROTECTION SYSTEM FOR UNIT		SET	1	0.403338	0.403338	0.00600	

5	FIRE ALARM SYSTEM	CONTAINS: CONTROL PANEL, DETECTORS, I/O MODULE.	SET	1	0.100835	0.100835	0.00150		
6	OTHER EQUIPMENT		SET	1	0.121001	0.121001	0.00180		
7	66kV SWITCHYARD CONTROL AND PROTECTION SYSTEM		SET	1	0.477283	0.477283	0.00750		
8	Others		LOT	1	0.067223	0.067223	0.00100		
IV	Instrument & Control System		SET	1	2.285582	2.285582	0.03400		
1	INTEGRATED DEVICE		SET	1	0.773065	0.773065	0.01150		
2	CONTROL PANEL, CABINET	(WXDXH)	SET	1	0.638619	0.638619	0.00950		
3	LOCAL EQUIPMENT		SET	1	0.302504	0.302504	0.00450		
4	INSTALL MATERIAL		LOT	1	0.302504	0.302504	0.00450		
5	AUXILIARY SYSTEM		SET	1	0.235281	0.235281	0.00350		
6	Others		LOT	1	0.033612	0.033612	0.00050		
V	WATER SUPPLY AND FIRE FIGHTING SYSTEM		SET	1	3.562819	3.562819	0.05300		
1	C.W. SYSTEM		SET	1	1.008345	1.008345	0.01500		
2	RWA WATER PRE-TREATMENT UNIT		SET	1	0.773065	0.773065	0.01150		
3	SERVICE WATER SYSTEM		SET	1	0.168058	0.168058	0.00250		
4	THE POTABLE WATER AND SANITARY WASTE WATER SYSTEM		SET	1	0.268892	0.268892	0.00400		
5	RAIN WATER SYSTEM		SET	1	0.235281	0.235281	0.00350		
6	Oiy waste water treat system		SET	1	0.100835	0.100835	0.00150		
7	FIRE FIGHTING		SET	1	0.941122	0.941122	0.01400		
8	Others		SET	1	0.067223	0.067223	0.00100		
VI	Chemical water treatment system		SET	1	1.34446	1.34446	0.02000		
1	Demineralization system		SET	1	0.43695	0.43695	0.00650		
2	Chemical dosing system		SET	1	0.235281	0.235281	0.00350		
3	Water and steam sampling system		SET	1	0.134446	0.134446	0.00200		
4	LAB		SET	1	0.302504	0.302504	0.00450		
5	PLANT AREA PIPE		SET	1	0.100835	0.100835	0.00150		
6	Circulating cooling water (CCW) treatment system		SET	1	0.100835	0.100835	0.00150		
7	Others		SET	1	0.033612	0.033612	0.00050		
VII	Heating, Ventilating and Air Conditioning		SET	1	0.517617	0.517617	0.00770		
Ⅷ	COMMUNICATION SYSTEM		SET	1	0.806676	0.806676	0.01200		

Directors List

1.	**Title of position***Chairman
	Name Mr. Guan Yukun
2.	**Title of positio**n* President
	Name Mr. He Wen
3.	**Title of position*** Mr. Executive Vice-President
	Name :. Mr. Dong Fan
4.	**Title of position***Vice-President
	Name :. Mr. Chen Wei
5.	**Title of position***Vice-President
	Name :. Daw Mi Mi Khaing

Enclosure: *Copies of the directors' passport*

COPIES OF THE DIRECTORS' PASSPORT

1. Mr. Guan Yukun Title: Chairman


中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照 PASSPORT

类型/Type P

国家码/Country Code CHN

护照号码/Passport No. E50856025

姓名/Name 管毓昆 GUAN, YUKUN

性别/Sex 男/M

国籍/Nationality 中国/CHINESE

出生日期/Date of birth 21 AUG 1972

出生地点/Place of birth 云南/YUNNAN

签发日期/Date of issue 14 5月/MAY 2015

签发地点/Place of issue 云南/YUNNAN

有效期至/Date of expiry 13 5月/MAY 2025

签发机关/Authority 公安部出入境管理局 MPS Exit & Entry Administration

持照人签名/Bearer's signature

0503507445

POCHNGUAN<<YUKUN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E508560251CHN7208218M2505130LJNMNILJMAKFA968

2. Mr. He Wen Title: President


中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

中华人民共和国 PEOPLE'S REPUBLIC OF CHINA

护照 PASSPORT

类型/Type: P
国家码/Country Code: CHN
护照号码/Passport No.: E64702495
姓名/Name: 贺文 HE, WEN
性别/Sex: 男/M
国籍/Nationality: 中国/CHINESE
出生日期/Date of birth: 17 NOV 1967
出生地点/Place of birth: 云南/YUNNAN
签发日期/Date of issue: 28 12月/DEC 2015
签发地点/Place of issue: 云南/YUNNAN
有效期至/Date of expiry: 27 12月/DEC 2025
签发机关/Authority: 公安部出入境管理局 MPS Exit & Entry Administration
持照人签名/Bearer's signature: 贺文

0636021422

POCHNHE<<WEN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

E647024951CHN6711171M2512277LKNIMOME<<<<A998

U ENERGY

U ENERGY THAKETA POWER CO.,LTD

3. Mr. Dong Fan Title: Executive Vice-President



4. Mr. Chen Wei Title: Vice-President


中华人民共和国 PEOPLE'S REPUBLIC OF CHINA
护照 PASSPORT
类型/Type P
国家码/Country Code CHN
护照号码/Passport No. E30628051
姓名/Name 陈伟 CHEN, WEI
性别/Sex 男/M
国籍/Nationality 中国/CHINESE
出生日期/Date of birth 01 JUL 1971
出生地点/Place of birth 云南/YUNNAN
签发日期/Date of issue 10 10月/OCT 2013
签发地点/Place of issue 云南/YUNNAN
有效期至/Date of expiry 09 10月/OCT 2023
签发机关/Authority 公安部出入境管理局 MPS Exit & Entry Administration
持照人签名/Bearer's signature 陈伟
019251852S

POCHNCHEN<<WEI<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E306280519CHN7107012M2310093LDMCMOLA<<<<A966

5. Daw Mi Mi Khaing Title: Vice-President



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့်

အမှတ်အသား---

အမည်---

ဖခင်၏အမည်---

မွေးသက္ကရာဇ်---

လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---

အမှတ်---

ရက်စွဲ---

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---



သက်သေခံကတ်ပြားအမှတ် -

လက်ဝဲလက်မပုံ

အလုပ်အကိုင် -

နေရပ်လိပ်စာ -

ထိုးမြဲလက်မှတ် -

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှု ကြီးကြပ်ရေးနှင့် ပြည်သူ့ အင်အား ဦးစီး ဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

Investment Program and Raising Money

unit 1000 USD

Year		**0**	**0.5**	**1**	**1.5**	**2**
	100%	30%	10%	22%	20%	18%
Total investment	$125,672	$36,390	$12,130	$27,262	$25,664	$24,225
Fixed assets investment		$36,390	$12,130	$26,807	$24,187	$21,785
Construction insurance						
Construction taxes						
Long-term interest			$0	$455	$1,477	$2,440
Current loan interest						
Raising money	$125,672	$36,390	$12,130	$27,262	$25,664	$24,225
Equity		$36,390				
Loan		$0	$12,130	$27,262	$25,664	$24,225
Long-term loan			$12,130	$27,262	$25,664	$24,225
Long-term loan (balance)		$0	$12,130	$39,392	$65,057	$89,282
Current loan						
Other short loan						

JOINT VENTURE AGREEMENT

BETWEEN

DEPARTMENT OF ELECTRIC POWER PLANNING
MINISTRY OF ELECTRIC POWER
THE GOVERNMENT OF THE REPUBLIC OF
THE UNION OF MYANMAR

AND

UREC ENERGY INTERNATIONAL LIMITED
THE PEOPLE'S REPUBLIC OF CHINA

FOR

THE DEVELOPMENT, OPERATION AND TRANSFER
OF THAKETA COMBINED CYCLE POWER PLANT
PROJECT

IN

YANGON REGION
THE REPUBLIC OF THE UNION OF MYANMAR

September, 2015

JOINT VENTURE AGREEMENT

BETWEEN

DEPARTMENT OF ELECTRIC POWER PLANNING
MINISTRY OF ELECTRIC POWER
THE GOVERNMENT OF THE REPUBLIC OF
THE UNION OF MYANMAR

AND

UREC ENERGY INTERNATIONAL LIMITED
THE PEOPLE'S REPUBLIC OF CHINA

FOR

THE DEVELOPMENT, OPERATION AND TRANSFER
OF THAKETA COMBINED CYCLE POWER PLANT
PROJECT

IN

YANGON REGION
THE REPUBLIC OF THE UNION OF MYANMAR

September, 2015

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (herein after referred as "**Agreement**") is made and entered into in Nay Pyi Taw, The Republic of the Union of Myanmar, as of this _______day of September, 2015 by and between:

1) **DEPARTMENT OF ELECTRIC POWER PLANNING**, under the Ministry of Electric Power of the Government of The Republic of the Union of Myanmar (hereinafter referred to as "MOEP"), a government department under the laws of The Republic of the Union of Myanmar and having its administrative office at Office Building No. 27, Nay Pyi Taw, The Republic of the Union of Myanmar (hereinafter referred to as "**DEPP**", which shall mean and include its successors and permitted assigns) of the ONE PART, and

2) **UREC ENERGY INTERNATIONAL LIMITED** a limited liability company incorporated and existing under the laws of Hong Kong Special Administrative Region of the People's Republic of China, having its head office at UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong (hereinafter referred to as "**UREC EI**", which shall mean and include its legal representatives, successors and permitted assigns) of the OTHER PART.

(Each of **DEPP** and **UREC EI** shall be singularly referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS

A. The Republic of the Union of Myanmar is the sole owner of all natural resources within her territory and has the right to develop, exploit and utilize the natural resources in the interest of the people of The Republic of the Union of Myanmar.

B. The Memorandum of Agreement the Development, Operation and Transfer of the Thaketa Combined Cycle Power Plant Project had been signed on the 14th day of November 2014 (hereinafter referred to as the "MOA"), which stipulates the basic principles for the parties to establish a joint venture company (hereinafter referred to as "Project Company"), and the MOA has been under implementation.

C. The GOM has, under Section 4 of the State-owned Economic enterprises Law, read together with Section 8 of Electricity Law, sanctioned the participation and investment of UREC EI in a Project Company to be established in accordance with the terms of this Agreement.

D. The GOM has decided to grant to the Project Company the exclusive Concession Rights to build, operate and transfer of the Project (489MW Combined Cycle Power Plant in Thaketa, Yangon), and the Project is to be developed in two phases: 109MW for Phase I and 380 MW for Phase II.

E. DEPP, a government department formed under MOEP, by the guidance of the GOM, is responsible for the exploration and production of electric power resources within the territory of the Republic of the Union of Myanmar, and has right for coordination with Department and Enterprise under MOEP to carry out and operation of power plant, lease the existed land for Power Plant, supply natural gas and purchase the electricity from the project, and has been authorized by the Government of the Republic of the Union of Myanmar to execute this Agreement and to develop the Project.

F. Myanma Electric Power Enterprise (hereinafter referred to as "**MEPE,** which shall mean and include its successors and permitted assigns"), a enterprise under MOEP, act as the Power Purchaser to sign the Power Purchase Agreement with Project Company, and natural gas supplier to arrange the natural gas supply from the Ministry of Energy.

G. DEPP and UREC EI, pursuant to the MOA, desire to incorporate a private limited liability company in accordance with the Myanmar Companies Act, 1914 and the Special Company Act, 1950 for the purpose of jointly developing the Project upon the terms and conditions more particularly set forth below.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires the following terms (the first letters of which are each capitalized) shall have the following meanings:

Access Routes means all routes which are necessary or expedient to gain and maintain access to the Sites or the Ancillary Facilities;

Agreement means this Joint Venture Agreement, including the Annexes attached hereto;

Ancillary Facilities means any facilities of the Project that are constructed by the Project Company or of or to which the Project Company otherwise acquires right of use for or in connection with the Project to support the normal construction and operation of the Project Facilities, including natural gas pipeline, roads, transportation, communication, water, transmission facility, housing or other facilities that may or not exist from time to time. Those permanent and fixed facilities that provide the services for the normal operation of the Project Facilities are the facilities to be transferred upon

the end of the Project Term;

Articles mean the Articles of Association to be adopted by the Project Company in the form set forth in Annex (2);

Authorized Share Capital means the registered capital of the Project Company;

Authorized Shares means all Shares which have been created whether subscribed and issued or not issued;

Board of Directors or **Board** means the board of directors from time to time of the Project Company;

Board Resolution means a resolution of the Board of Directors which is passed in accordance with the Articles by an affirmative vote of 2/3(two thirds) of Directors;

Commercial Operation means the date on which a electric power generating unit to be installed as part of the Project is commissioned, starts operating commercially and generate electric power on a regular basis that is delivered for sale to MEPE, pursuant to the Power Purchase Agreement;

Confidential Information means the commercial details of this Agreement, the Concession Rights and all information which is received or obtained by a Party during the negotiations and discussions preceding the execution of each such agreement or which is obtained by a Party after the execution of each such agreement, if such information is marked "Secret" or "Confidential" when it is so obtained or received, or it would be clear to a reasonable person under the circumstances that such information was confidential or otherwise commercially sensitive;

Concession Rights means the exclusive rights to be issued by the GOM or the ministry duly authorized by the GOM to the Project Company, fully set forth in Annex (3) hereto, for the Project Company to develop, finance, construct, own, operate and manage the Project at site leased from GOM, together with all of the Project Rights for the Project Company to conduct and manage the business associated therewith, including purchase and supply natural gas from MEPE and selling substantially all of the electricity to be generated by the Project to relevant purchasers in The Republic of the Union of Myanmar, for the phase I, natural gas supply to the Project Company shall be 20MMCF per day from Zawtika or similar quality gas field in free of charge, and the tariff without gas is 3.39cents/kWh and if annual generation is more than 760,000MWh, the tariff of exceeding generation shall be changed to 2cents/kWh, and to receive and disburse the revenues and enjoy the benefits thereof and tax incentives;

Contractor means (i) any Person (other than any natural person who thereby becomes an employee of the Project Company) with which the Project Company contracts for the

project construction, and sale, lease or other supply or provision of Materials and Equipment or the performance of any works or service in connection with Project Management; and (ii) any subcontractor of any tier for any such construction, and sale, lease or other supply, provision, performance, work or service pursuant to a contract with any other contractor;

DEPP has the meaning set forth in the preamble;

Director means a member of the Board of Directors;

Dollar means the legal currency of the United States of America;

Force Majeure means acts of god, restraint of a government, strikes, lockouts, industrial disturbances, explosions, fires, floods, earthquake, storms, lightning and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome;

Foreign Currency means any currency other than Kyat, including accounts and investments denominated in foreign currency;

GOM means the Government of The Republic of the Union of Myanmar, including the legislative, executive, judicial, and administrative authorities and bodies of The Republic of the Union of Myanmar;

Kyat or **K** means the legal currency of The Republic of the Union of Myanmar;

Laws and Regulations means all national laws, legislations, statutes, acts, ordinances, rules, orders, regulations, codes, directives, announcements and any other legally binding pronouncements of any Myanmar Governmental Authority from time to time in force and effect;

Materials and Equipment means any goods, supplies, materials and equipment of any kind, including machinery, vehicles, aircraft, vessels, consumables, parts and components;

Memorandum means the Memorandum of Association to be adopted by the Project Company in the form set forth in Annex (1);

Ministry means the Ministry of Electric Power;

MEPE has the meaning set forth in the preamble;

Myanmar Governmental Authority means the GOM and any ministry, department, agency, authority, corporation, commission, committee under direct control of the GOM, any court or tribunal in The Republic of the Union of Myanmar, the legislature thereof and any other similar entity;

Notice has the meaning set forth in Clause 23.1;

Party or Parties has the meaning set forth in the preamble;

Permit means all authorizations, approvals, permissions, licenses, or consents which are or may from time to time become necessary or appropriate pursuant to the Laws and Regulations for or ancillary to the formation, registration, incorporation or operation of the Project Company in accordance with this Agreement and the Articles and Memorandum or for or ancillary to Project Management, or the fulfillment of the purposes and intents of this Agreement and the Articles and Memorandum;

Person means any individual, juristic person, firm, company, corporation, joint venture, association, trust, unincorporated organization or body of persons, government, state, governmental authority or other agency of a government or state (whether or not having separate legal personality);

Power Purchase Agreements means the long-term power purchase agreements between the Project Company and MEPE in the Republic of the Union of Myanmar, providing for the sale to the above purchaser of substantially all of the agreed proportion of the capacity of, and the electricity to be generated by, the Project, to the agreed point in form and substance satisfactory to the Parties; (Hereinafter referred as "**PPA**")

Project means an up to Phase I 109 MW and Phase II 380MW, Natural Gas Fired Combine Cycle Power Plant presently referred to as the Thaketa Combine Cycle Power Plant located in Thaketa Town, Yangon Region The Republic of the Union of Myanmar, all as more generally described in the feasibility study including (i) the natural gas fired combine cycle power generating Units and auxiliary systems which are necessary for successful implementation, operation and management of the plant, power house and relevant civil constructions, office and residence buildings, switchyard , (ii) About 6 miles with 14 feet Diameter of Natural Gas Pipelines from South Dagon Natural Gas Stations to the Project site, and (iii) transmission facility and the Ancillary Facilities, together with any other additions or alterations to the foregoing which may become necessary or appropriate for the successful implementation of Project Management;

Project Assets means the Project Facilities, Ancillary Facilities, Natural Gas Pipelines, the Sites, the Project Funds, the Concession Rights and the Project Rights from time to time;

Project Company means the limited liability company to be jointly incorporated by DEPP and UREC EI under this Agreement, which aims mainly for the development and management of the Project.

Project Cost means all of the estimated costs and expenditures borne and/or to be borne and incurred out of the Project Funds in or in connection with construction and development of the Project and ratified or approved by the Board of Directors;

Project Facilities means the permanent facilities of the Project including the natural gas fired combine cycle power generating units and auxiliary systems, power house and relevant civil constructions, office and residence buildings, switchyard to be constructed at Project site;

Project Funds means all cash, accounts and other assets or investments of the Project Company (other than the Project Facilities, Ancillary Facilities, Natural Gas Pipelines, existed substation-extension and Project Rights), whether in Foreign Currency or Kyat and whether located or held inside or outside of The Republic of the Union of Myanmar;

Project Management means the development, construction, operation and management of the Project, including (i) the Project and all Project Facilities, Ancillary Facilities, including the Natural Gas Pipelines and other possession of or rights to all other Project Assets; (ii) the management and conduct of the construction, operation and maintenance of the Project; (iii) the management of the Project Assets and the operation and management of the business therewith, including selling substantially all of the capacity of and electricity generated by the Project to MEPE, receiving and disbursing the revenues, and enjoying the benefits thereof as generally contemplated by this Agreement, and the Concession Rights; and (iv) all acts and things necessary or appropriate in the judgment of the Project Company for the conduct and furtherance of such activities;

Project Rights means all governmental permits and permissions, licenses, consents, approvals and authorizations and all other rights and leases to be issued by the Myanmar Governmental Authority to the Project Company pursuant to the Laws and Regulations which are or may from time to time be necessary or appropriate for or ancillary to the successful implementation of Project Management, including (i) the formation, registration, incorporation or operation of the Project Company in accordance with this Agreement and the Articles and Memorandum, (ii) the development, construction, financing, operation and management of the Project at site leased from MEPE, (iii) the conduct and management of the business associated with the Project, including pass through natural gas from MEPE with no cost and to receive and disburse the revenues and enjoy the benefits thereof, and (iv) the fulfillment of the purposes and intents of this Agreement;

Project Term means the term of this Agreement and the Concession Rights, which shall

commence upon the satisfaction of the Conditions Precedent set forth in Clause 34 hereof and shall continue for a period of 30 (thirty) years following the Commercial Operation of the generating unit to be installed and commissioned of each Phase. Should events beyond the reasonable control of either Party delay the construction of the Project or delay performance by either of the parties to the Power Purchase Agreement of their respective obligations thereunder, the foregoing term shall be extended by the duration of any such delay;

Shares mean any units of Shares into which the Authorized Share Capital of the Project Company is divided in accordance with the Articles and Memorandum;

Shareholder means any Person who is a holder of a share certificate acquired in accordance with the Articles and Memorandum and this JV Agreement;

Shareholder Advance means each advance of funds made to or on behalf of the Project Company by or on behalf of a Shareholder or Party as provided in Clause 10.3 and 10.4 of this Agreement, whether before or after the formation or capitalization of the Project Company;

Shareholder Contribution means the capital, which means Authorized Share Capital and loan without interest, contributed by the shareholders for the development of the Project;

Sites mean the Station Site and the sites of all other Project Facilities and Ancillary Facilities (including the Access Routes to the Station Site);

Special Board Resolution means a resolution of the Board of Directors which is passed in accordance with the Articles by a unanimous vote;

Static Investment means the project investment as stated in the Feasibility Study Report, which shall be calculated by the price level collection at a particular time (usually at a particular quarter of a year) with a standard pricing methodology in accordance with the laws, regulations, trade regime and market quotation;

Station Site means the sites, including but not limited to the sites occupied by the construction and operation of the permanent facilities, including the natural gas fired combine cycle power generating units and auxiliary systems which are necessary for successful implementation, operation and management of the plant, power house and relevant civil constructions, office, residence buildings, and switchyard;

Third Party Fees means the fees and expenses payable to third parties by or on behalf of DEPP and/or UREC EI for services or work related to the development of the Project, as verified and approved under Clause 10.4;

UREC EI has the meaning set forth in the preamble;

UREC EI Affiliated Company means any limited liability company that is owned in whole or in part by UREC EI in any country or region;

1.2 In this Agreement, unless the context otherwise requires, Clause headings are inserted for ease of reference only and shall be ignored in the interpretation of this Agreement; references to Clauses, the recitals, the preamble and the annexes are to be construed as references to the Clauses, the recitals, the preamble and the schedules to this Agreement; any references to an enactment shall be deemed to include any statutory re-enactment thereof or any statutory modification thereof; words importing the singular shall include the plural and vice versa; references to the neuter gender shall include the masculine and feminine genders.

2. WARRANTIES AND REPRESENTATIONS

2.1 Each Party to this Agreement represents and warrants to the other that it is a legal Person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Agreement.

2.2 UREC EI hereby represents and warrants to DEPP that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions of the shareholders of such Party under all laws and regulations applicable to it and this Agreement constitutes (or when executed will constitute) valid and legally binding obligations enforceable against it in accordance with the terms set out, and also warrants to DEPP that there is no obstacle to the performance of this Agreement as far as his best knowledge;

2.3 DEPP hereby represents and warrants to UREC EI that its execution, delivery and performance of this Agreement has been duly authorized by the GOM under all laws and regulations applicable to it and this Agreement constitutes (or when executed will constitute) valid and legally binding obligations enforceable against it in accordance with the terms set out, also warrants to UREC EI that there is no obstacle to the performance of this Agreement as far as his best knowledge.

3. TERM

3.1 This Agreement shall come into effect upon the satisfaction of the conditions precedent set forth in Clause 34 hereof and shall continue until the expiration of the Project Term.

3.2 The 30 (thirty) years of operation in the Project Term shall start from the Commercial Operation of the generating unit to be installed and commissioned of the first unit of each phase. The phase I and Phase II shall be transferred to DEPP separately by each end of Term. Should any event beyond the reasonable control of either Party delay the

construction of the Project or delay performance by either of the parties to the Power Purchase Agreement of their respective obligations thereunder, the foregoing term shall be extended by the duration of any such delay.

4. DEVELOPMENT PLAN OF THE PROJECT

4.1 Within 30 (thirty) days upon the signing of this Agreement, UREC EI shall submit for the review and approval of the Board of Directors, as the case may be (i) a plan and schedule for implementation and development of the Project, and (ii) a budget for the expenses of such plan and schedule, the expenses of each Party with respect to their respective assignments as contemplated by this Agreement and set forth in the foregoing development plan, and the other costs or contributions of each Party regarding the development of the Project. The plan, schedule and budget regarding the development of the Project shall be subject to regular review and revisions by the Board of Directors, as the case may be.

4.2 The Parties agree that fees and costs incurred by or on behalf of either Party in pursuing the development of the Project prior to the establishment and capitalization of the Project Company in accordance with the development plan and budget approved under Clause 4.1 above shall be reimbursed or credited to the Party which incurred such fees and costs in accordance with Clause 10.4.

4.3 The Parties agree that UREC EI shall be the overall Contractor to construct the whole Project under a turn-key contract, and shall be contracted for the operation and maintenance of the Project. It is also agreed that the said turn-key contract and the said contract for the operation and maintenance shall be signed between the Project Company and UREC EI on the date of the Project Company's establishment.

5. CONCESSION RIGHTS

5.1 Upon this Agreement becoming effective in accordance with Clause 34 hereof, and the Project Company having been duly incorporated, DEPP shall procure the issuance of the Concession Rights by the GOM or the ministry duly authorized by the GOM in form and substance as set forth in Annex (3).

5.2 The Concession Rights, issued as such pursuant to the terms of this Agreement, shall not be revoked.

5.3 The Concession Rights shall become immediately effective upon issuance and shall continue in effect until the earlier to occur of (i) termination or expiration of this Agreement, and (ii) the expiration of the Project Term. Upon the expiration of the Concession Rights, the Parties shall cause the Project Company to promptly transfer the

Project Facilities to DEPP or its successor or such nominee as DEPP or its successor may select and the Project Company shall transfer the Project Facilities to DEPP or its successor free of charge. After transfer of all the Project Facilities, the payment of compensation, the Project Company shall be wound up and dismissed in accordance with its Articles and Myanmar Companies Act.

6. ROYALTY PAYABLE BY THE PROJECT COMPANY

6.1 In consideration for the grant and issuance of the Concession Rights to the Project Company, the Parties shall cause the Project Company to provide to DEPP, free of charge as a royalty payment and without any further consideration, Shares equal to 3% (three percent) of the total Authorized Share Capital of the Project Company. This 3% (three percent) shall be in no case increased.

6.2 Other than specified in Clauses 6.1, it is the intention of the Parties that the Project Company shall not be required to pay any separate rent, Royalty Payment or other consideration of any kind to DEPP or any other Person with respect to its exclusive rights to design, finance, construct, complete, operate, maintain and manage the Project and to supply and sell all and/or part of the capacity of and electricity to be generated by the Project in the Project Term.

7. ESTABLISHMENT OF PROJECT COMPANY

7.1 As soon as possible after the execution and delivery of this Agreement by the Parties and the conditions precedent set forth in Clause 34 hereof have been fully satisfied, the Parties shall promptly form the Project Company pursuant to the Articles and Memorandum as set out in Annex (1) and (2) of this Agreement, the *Myanmar Foreign Investment Law*, the *Myanmar Companies Act, 1914* and the *Special Company Act, 1950*. The Project Company is fully entitled to all the rights pertinent with the Project Management.

7.2 (a) The objectives of the Project Company shall be to plan, design, finance, construct, own, operate, maintain and manage the Project Facilities and conduct the Project, primarily for the sale of substantially all of the capacity of and electricity generated by the Project under the Power Purchase Agreement based on the sound commercial and industrial practices consistent with the foreign investment incentives provided under the policies and laws of The Republic of the Union of Myanmar.

(b) The objectives of the Project Company shall also include participation in other projects which may make use of the Project or the Project Rights.

(c) Subject to the terms of other subsequent agreements among the Parties hereto entered into pursuant to this Agreement, the Project Company's objectives may also include participation in other power sector projects in The Republic of the Union of Myanmar provided that the consent of the GOM to such participation is obtained.

7.3 The Project Company shall be a limited liability company where the liability of its Shareholders is limited to the nominal value of the Shares respectively held by them.

7.4 The name of the Project Company upon its incorporation shall be U-Energy Thaketa Power Company Limited.

7.5 (a) The registered office of the Project Company shall be located at Yangon, the Republic of the Union of Myanmar;

(b) The Project Company may in addition to the registered office open and maintain branch office(s) and/or site office(s) as the Board of Directors shall determine.

7.6 The Parties hereby agree that, in the event of any difference or conflict between the Articles/Memorandum and this Agreement, this Agreement shall prevail, and, in such event, the Articles/Memorandum shall be interpreted and/or deemed to have been amended to conform to this Agreement, and the Parties shall cause the Project Company to amend the Articles/Memorandum to be in conformity with the terms of this Agreement.

7.7 The Parties hereby agree that, in the event of any difference or conflict between any previous agreement or any previous document signed by DEPP and this Agreement, this Agreement shall prevail.

8. CAPITAL STRUCTURE

8.1 (a) The share capital of the Project Company shall be denominated in Dollars. The final Authorized Share Capital of the Project Company shall be US$ 200,000 (two hundred thousand Dollars only) which shall be divided into 10,000 (ten thousand Shares only). The par value of each share shall be US$ 20 (twenty Dollars).

(b) The Authorized Shares shall be subscribed by UREC EI, and 100% (one hundred percent) of which shall be subscribed by UREC EI and 3% (three percent) of the Authorized Shares subscribed shall be allotted to DEPP as the royalty payment according to Clause 6. The value and percentage of Shares allocated to each party respectively are as follows:

Party	Proportion of Subscription	No. of Shares	Value (USD)	Percentage of Shareholding
UREC EI	**100%**	**9,700**	**200,000**	**97%**
DEPP	**0%**	**300**	**0**	**3%**
Total	**100%**	**10,000**	**200,000**	**100%**

(c) The initial issued and paid-up share capital of the Project Company shall be US$200,000 (two hundred thousand Dollars), divided into 10,000 (ten thousand Shares). UREC EI's initial paid-up Shares of 100% (one hundred percent) shall be subscribed within 45 (forty-five) days after this Agreement comes into effect, and this period may be extended with the prior mutual consent of the Parties if necessary.

(d) The ownership of the Shares, subscribed by and issued (or to be issued) to UREC EI may be allocated with the negotiation of the parties by UREC EI to the UREC EI Affiliated Companies or any other Person who undertakes to invest in or finance the Project as required by UREC EI, provided, however, that UREC EI shall ensure that the UREC EI Affiliated Companies or the Person, allocated ownership of such Shares must sign the relevant document to abide by the terms and conditions of this Agreement.

8.2 Save as otherwise expressly set forth in this Agreement, the Articles and Memorandum or any amendment thereto, all Shares of the Project Company shall have the same rights and carry the same obligations, excluding those mentioned in Clauses 8.6 and 8.8.

8.3 The final proportion of total Shares for DEPP in the Project Company shall be 3% (three percent), and in no case shall be increased.

8.4 The Authorized Share Capital of the Project Company may only be increased and the Shares may only be issued upon a Special Board Resolution.

8.5 The Shareholders shall pay for the Shares issued to them by:

a) cash payments in Dollars or any other foreign currency can be exchanged by provision of Central Bank;

b) exchange of such issued Shares for the credits envisioned by Clause 10.3 and 10.4;

c) evaluating the equipment and/or facilities necessary to the Project in terms of money; or

d) by such other means as may be agreed between the Parties.

8.6 The 3% (three percent) of the Authorized Shares allotted free of charge to DEPP as the royalty payment shall only have the rights to vote, dividend distribution and assets distribution rights in the Project Company.

8.7 The fixed assets of the Project Company shall be depreciated to zero residual value based on straight-line method, within 20 (twenty) years following the Commercial Operation of the generating unit.

8.8 The depreciation money in that year withdrawn by the Project Company shall be used to recover the Shareholder Contribution (excluding the Authorized Share Capital) of the Shareholders according to the proportion of their respective subscription (Refer to table in Clause 8.1b) and repay the borrowings of the Shareholders each year.

9. LIMITATION OF LIABILITIES

The Project Company shall be a juristic person independent from each of the Parties. None of the Parties will be liable for any debts, obligations or other liabilities of the Project Company. The liability of each of the Parties (in and arising from its capacity as a Shareholder) to the Project Company, the Project Company's Creditor and Persons having claims against the Project Company shall be limited to payment for the unpaid portion of the Shares in the Project Company already subscribed or which such Parties have unconditionally agreed to subscribe and in which the rights of the respective Shareholders to participate in profits of distributions, whether on a winding-up or otherwise are, in the absence of provisions to the contrary contained herein, in proportion to the number of Shares held by them.

10. PROJECT COST AND COST RECOVERY

10.1 The percentage of contributions for financing the Project shall be as follows

		Percentage
(i)	Shareholder Contribution (Including Authorized Share Capital)	30%
(ii)	Loan financing	70%
	Total:	100%

10.2 The Shareholders shall provide the loan financing as per the proportion listed above. The actual net interest rate (without the withholding tax levied in the Republic of the Union of Myanmar) of long term commercial bank loan in P.R.C at the time of loan financing shall be applied.

10.3 All the works, services, and payments made and/or done by UREC EI before the establishment of the Project Company for the construction of the Project shall be deemed as the Shareholder Advance of UREC EI and shall be deemed as UREC EI's contribution in the Project Company after the establishment of the Project Company.

10.4 All Third Party Fees which have been or may be properly incurred and paid by or on behalf of a Party and which:

i) are ratified or approved by the Board of Directors, as the case may be;

ii) are incurred in the establishment of the Project Company or on behalf of the Project Company and the Project Company agrees to pay such Third Party Fees to such Party or any affiliate of such Party by Special Board Resolution or upon the approval of the Shareholders, shall be deemed as Shareholder Advances to the Project Company by the Party which bears the same from the date of payment of the funds in question on behalf of the Project Company. The principal amount of the aggregate of all such Shareholder Advances from the Parties, shall either be repaid by the Project Company to the Parties from the first draw under the debt financing for the Project, or from the first funds (other than the Shareholder Contribution) which may otherwise become available to the Project Company for that purpose, or credited against the price payable for Shares to be issued to the Parties in accordance with this Agreement upon the issuance thereof. Whether such sums are to be so repaid or so credited, and, if to be repaid, from what funds, shall be determined by Special Board Resolution.

10.5 Excluding the unforeseen expenditures and insurance premium, the estimated total cost of the Project Phase I is US$125,672,000 (one hundred and twenty five million six hundred and seventy two thousand Dollars only). The Project Cost may be subject to changes under the following circumstances:

a) The actual geological conditions discovered at site are significantly different from those in the design and lead to the forced modifications and changes in the design;

b) The changes in cost due to the Force Majeure;

c) The changes are required to be made due to the changes in the design, or technology, or technical plans during the construction of the Project;;

d) Significant changes in the supply prices of raw materials and equipment or significant changes in the way of transportation;

e) The changes in cost which are accepted by the General Meeting of the

Shareholders or by the Board Resolution ; or

f) Other factors that may cause the changes in cost.

In case the increase of the estimated total cost is required and agreed by the Parties, UREC EI shall be mainly responsible for assisting the Project Company to seek for additional commercial financing for the added cost. The actual total cost shall be calculated within 365 days after the commercial Operation of each phase.

11. SHARE TRANSFERS

Subject to and without restriction regarding the rights of UREC EI pursuant to Clause 8.1(d) the Shareholders shall only sell or transfer its Shares to:

a) a UREC EI Affiliated Company, provided that where the transferor has not received and paid for its Shares, the transferor shall, until it has paid for those Shares, remain liable for all its obligations under the Articles and Memorandum and this Agreement, as if such transfer had not been made; and

b) a corporate entity which is able to evidence to the reasonable satisfaction of all other Shareholders that, at the time the relevant sale or transfer of Shares takes effect, it has or will have the legal, financial and technical status and capability necessary or otherwise appropriate to perform all obligations of a Party to this Agreement, and is otherwise a financially responsible Person and in a block representing at least (7.5%)seven and one half percent of the then authorized share capital of the Project Company or all of such Shareholder's Shares if it owns less than (7.5%) seven and one half percent of the then authorized share capital of the Project Company, provided that before selling or transferring such Shares to such a corporate entity, the relevant Shareholder shall have offered them for sale to the other Shareholders in accordance with the requirements of Clause 11 of the Articles of Association set forth in Annex (2).

12. FINANCE

12.1 UREC EI shall propose for selection a financial advisor or advisors for the Project Company on terms and conditions to be approved by the Project Company.

12.2 The Project Company, after informing the Directors and giving them an opportunity to participate, and acting pursuant to approval from the Directors and Shareholders and co-operating with an approved financial advisor, shall make arrangements for borrowing an amount that is sufficient to meet the Project's debt financing requirements.

12.3 Financing for the Project shall be obtained through the Shareholders. The Project Company shall commit to repay the shareholder in accordance with agreed repayment method and pledge its assets to support or secure any borrowings.

13. MANAGEMENT AND ADMINISTRATION OF THE PROJECT COMPANY

13.1 The general meeting of the Shareholders is the highest organ for the power of the Project Company, and the general meeting is entitled to authorize the Board of Directors or any professional management staffs to manage the Project Company or to conduct the construction, management, maintenance of the Project. The general meeting is also entitled to discuss and decide any issue of the Project Company if it thinks necessary. The proceedings at general meeting will be defined in Annex (2) Articles of Association.

13.2 Detailed provisions as to the management and administration of the Project by the Project Company shall be included in the Articles and Memorandum.

13.3 The Project Company shall minimize the social and environmental impacts caused by the Project and Project Management and limit such impacts within the territory of The Republic of the Union of Myanmar.

13.4 Unless otherwise decided upon unanimous decision of the Shareholders:

a) there shall be 5 (five) Directors, each with a term of office of 3 (three) years;

b) each Shareholder shall be entitled to nominate and to be elected 1 (one) Director for each complete 20% (twenty percent) of the issued and outstanding Shares which it holds, and DEPP with 3% free share shall be entitled to nominate 1 (one) Director; and

c) a Shareholder who nominates a Director shall be entitled to replace that Director from his position with a new Director by a written notice.

13.5 The Chairman of the Board of Directors shall be elected by a majority vote of the Directors. The Managing Director shall be appointed by the Board of Directors upon the nomination of UREC EI.

13.6 The Chairman or any two Directors shall be entitled to call meetings of the Board of Directors in accordance with the procedures set forth in the Articles of Association. The quorum for any such meeting shall be at least 3 (three) Directors, with each Shareholder being required to be represented by at least 1 (one) Director who has been nominated by it.

13.7 The Project Company shall maintain books, accounts and statements in Dollars and in English in accordance with Laws and Regulations and generally accepted accounting

principles as applied in The Republic of the Union of Myanmar. The Project Company's books and accounts and records, as well as its minute books, register of Shareholders, register of Directors and other statutory records shall be kept under the control and custody of the Board of Directors.

13.8 The Managing Director shall have the authority to do the following acts and things for and on behalf of the Project Company:

a) To exercise signature powers determined by the Board of Directors; Provided that:

(i) the Managing Director shall in any case have the signature powers sufficient to meet all recurrent monthly expenses;

(ii) the Managing Director shall have full power and authority to enter into any contract or transactions involving a financial commitment of up to US$ 1,500,000.00 (one million five hundred thousand dollars); and

(iii) the Managing Director shall have full power and authority to enter into any contracts or transactions involving a financial commitment of between US$ 1,500,000.00 (one million and five hundred thousand dollars) and US$5,000,000.00 (five million dollars); provided that the Managing Director in such case notifies all the Directors of the Board in advance by the fastest possible means (including by e-mail or fax) of such intended commitment, and if no objection is made by any of the Directors within a week of such written notice, the Managing Director will be entitled to proceed with the intended commitment.

13.9 The following actions of the Project Company shall require a Board Resolution

a) disposal of all or substantially all of the assets of the Project Company;

b) embarking upon or engaging in any project other than the Project or making or permitting any material change in the nature or the Project Company's business or in the geographical area of its operations;

c) amendments to or alterations of the Articles and Memorandum and this Agreement;

d) waiving or relinquishing or agreeing to waive or relinquish any right, power, privilege or remedy pursuant to the Concession Rights;

e) selecting or altering the selection of the sites for the Project or the Transmission Route.

f) entering into, varying or terminating any agreement between the Project

Company and any of the Parties or any Person affiliated with any of the Parties;

g) to increase or decrease in the share capital of the Project Company;

h) borrowings or receiving a loan in excess of US$1,500,000.00 (one million and five hundred thousand dollars only) to be secured by the property of the Project Company;

i) issuing a guarantee for an amount in excess of US$1,500,000.00(one million and five hundred thousand dollars only);

j) creating any charge or granting any security on the assets of the Project Company of an amount in excess of US$1,500,000.00(one million and five hundred thousand dollars only);

k) leasing of land valued in excess of US$500,000.00 (five hundred thousand dollars only); and

l) approval of annual accounts or adoption of accounting practices.

Provided, however, that the Special Board Resolutions cannot authorize any act which violates or is contrary to the terms of this Agreement.

13.10 Each Shareholder except of DEPP shall for as long as it holds at least 10% (ten percent) of the issued and outstanding Shares have the right at its own expense to review and inspect the Project Company's books, accounts, and records and to arrange for audits in addition to the statutory annual audit. The Project Company and the other Shareholders shall cooperate with any such audit.

13.11 As long as DEPP or its affiliate is a Shareholder, the Board may, at the request of DEPP, appoint a consultant to the Board who shall be entitled to receive notice of and attend meetings of the Board without voting right. The Board may, by Special Board Resolution, appoint such other consultants to the Board and/or invite any other Person to attend meetings of the Board of Directors without voting right as it considers appropriate.

14. FINANCIAL ACCOUNTS, MANAGEMENT AND AUDITING

14.1 The Parties shall ensure that all moneys received by the Project Company from the sale of electricity, all funds received by the Project Company in payment for Shares issued by the Project Company and any other funds received by the Project Company outside of The Republic of the Union of Myanmar shall be received in a foreign currency and shall be deposited into such bank account or accounts in the name of the Project Company outside The Republic of the Union of Myanmar as shall from time to time be established and designated, and in such foreign currency as shall from time to time be

designated, by the Project Company, including any such account or accounts outside of The Republic of the Union of Myanmar into which any such funds are to be deposited pursuant to any agreement for the provision of debt financing to the Project Company for the conduct of the Project.

14.2 Funds in the account or accounts referred to in Clause 14.1 and all other revenues of the Project shall, subject to Clause 14.3, be disbursable for the following purposes, which purposes shall have precedence in the following order:

a) directly to meet the operating expenses of the Project Company and the expenses required by the project construction or into any accounts (which accounts, in the case of expenses in foreign currency, shall be accounts established in accordance with Clause 14.1 and, in the case of expenses in Kyat, shall be accounts established in The Republic of the Union of Myanmar) designated for this purpose to meet such expenses which have fallen due or will fall due in the following 30 (thirty) days;

b) to meet debt service repayments whether of principal, interest, fees or expenses related thereto;

c) to recover Shareholder Contribution other than the Authorized Share Capital on the proportion of each shareholder's contribution; excluding the Authorized share Capital;

d) to deposit a reserve, as may be required or determined by the financiers of the Project Company, into any debt service reserve account, including a reasonable reserve for operating and maintenance expenses of the Project Company and for other foreseeable contingencies;

e) to pay taxes to the Republic of the Union of Myanmar in accordance with relevant Laws, Rules and Regulations of the Republic of the Union of Myanmar;

f) as authorized by a Special Board Resolution, to meet capital expenses of the Project Company;

g) to make any other payments in accordance with the provisions of this Agreement; and

h) to pay dividends approved in accordance with the provisions hereof to the Shareholders.

14.3 It is recognized by the Parties that the financiers of the Project Company may require arrangements other than those envisaged by Clauses 14.1 and 14.2. In such event, the Parties will endeavor to adhere as closely as possible to the provisions of Clauses 14.1 and 14.2 whilst meeting the requirements of such financiers.

14.4 The auditors of the Project Company shall be appointed in accordance with the provisions of Section 145A of the Myanmar Companies Act, 1914.

15. TAXES

All import tariffs, income taxes and commercial taxes imposed or exempted on export proceeds or services and local sale, payment of interest, payment to contractors and sub-contractors, salaries earned by employees and directors of the Company and payment for consulting services in the Republic of the Union of Myanmar shall be applied in accordance with relevant laws, rules and regulations of the Republic of the Union of Myanmar.

16. INSURANCE

The Project Company shall obtain and maintain, or cause others to obtain and maintain insurance coverage for the Project throughout the Project Term that is consistent with industry practices regarding the development, construction and operation of privately owned limited recourse debt financed power projects. To the extent available and consistent with the need to finance the Project on a limited recourse basis and the ability to reinsure same through the international insurance market on terms and conditions customary for privately owned power generation projects, such insurance shall be sourced from or through Myanmar Insurance or other foreign insurance company. The types of insurance to be obtained by the Project Company with respect to the Project shall be such as the Board of Directors may decide from time to time in accordance with the foregoing and The Republic of the Union of Myanmar Foreign Investment Law and Procedures thereunder.

17. RESPONSIBILITIES OF THE PARTIES REGARDING THE PROJECT COMPANY

17.1 The Parties shall use best efforts to assist the Project Company in obtaining all authorizations, permissions, rights, approvals, consents, decrees and licenses required or otherwise appropriate for the Project. The JV Company shall be responsible to compensation or other fees or charges as required by Laws and Regulation for resettlement required for the development, construction, operation and maintenance of the project. The parties shall use best efforts to ensure the expense in the resettlement shall not exceed 0.5% (zero point five percent) of the Static Investment of the project.

17.2 The Project Company and its personnel shall comply with Laws and Regulations and shall not intentionally interfere in the internal affairs of The Republic of the Union of Myanmar during the duration of their stay within The Republic of the Union of Myanmar.

17.3 All the equipment, technology and designs involved with the Project are each of independent intellectual property rights, including patents, trademarks, technical know-how, and/or other form of intellectual property rights. Each owner of such intellectual properties relating to the equipment, technology and designs have neither authorize any person or entity who are not involved with the Project to use such intellectual properties, nor authorize any person (including the Parties of this Agreement and the Project Company) to use such intellectual properties for any purposes other than those specified in the Project. Both Parties and the Project Company have obligations to pay special attention on protecting the intellectual properties of their respective owners and ensure to treat as secret and confidential the intellectual properties.

17.4 The Parties shall do their best to promote and help to reach agreements for joint development of power resources in Myanmar and agreements on avoidance of double taxation between the governments of the Republic of the Union of Myanmar and Hong Kong special administrative region, the People's Republic of China.

17.5 UREC EI shall be responsible for the following:

a) arranging debt-financing for the Project Company in accordance with this Agreement;

b) providing general management, accounting management and financial management services to the Project Company (or arranging for such management services) under a contract with the Project Company;

c) entering into a contract with Project Company for overall contracting at turn-key basis of the construction of the Project; and

d) entering into a contract with Project Company for contracting of the operation and maintenance of the Project.

17.6 DEPP shall be responsible for the following:

a) approving the plan for construction of existed substation extension and joint facility electric power transmission lines, proposed by the Project Company;

b) procuring consent and permission of the owners of private land along which the natural gas pipelines shall have to be constructed;

c) assisting the Project Company to relief from import or re-export tax, duty and levies, such as construction materials, equipment, machineries and spare parts as are required for the Project Construction and Management in accordance with the *Foreign Investment Law* of The Republic of the Union of Myanmar;

d) assisting the Project Company to obtain exemption and relief from taxes, duties

or levies of any kind under The Republic of the Union of Myanmar Foreign Investment Law;

e) procuring the issuance of a legal opinion by the Union Attorney General's Office substantially in the form set forth in Annex (4) confirming that the issuance of the Concession Rights as set out in Annex (3)by the GOM and the authorities of the GOM set forth therein and exercised thereby are respectively valid and enforceable under the laws of The Republic of the Union of Myanmar;

f) assisting the Project Company to obtain for its foreign workers (and their dependents, where necessary) all necessary visas or other travel authorizations for entering into and remaining and traveling in Myanmar during the course of and to the extent necessary or appropriate for their work or intended work on the Project;

g) Ensuring that the Project Company has the all rights of the Project Management, including the rights of the Project Assets, Project Site and Project resources;

h) Ensuring that the Project Company has the full rights to conduct businesses independently including the rights to sign PPAs.

18. FOSSILS AND ARTIFACTS

All fossils, coins, articles of value or antiquity and structures and other remains or items generally recognized as being of geological or archaeological interest found on the Site shall be deemed to be the property of The Republic of the Union of Myanmar and placed under the care and authority of the GOM. The Project Company shall take reasonable precautions to prevent personnel of the Project Company and other persons from removing or damaging same.

19. DIVIDENDS

19.1 The Shareholders shall agree to endeavor to make the Project and the Project Company viable and profitable. The Shareholders shall have same rights to participate in the profits of the Project Company in accordance with their respective shareholding in the Project Company. Such profits shall be by way of dividends. Dividends for DEPP shall have after 3 (three) years of Commercial Operation Date. Decisions on making distributions shall be made by the General Meeting of Shareholders.

19.2 The Project Company shall be required to maintain financial reserves in accordance with internationally accepted accounting standards and the requirements of the lenders providing debt financing to the Project Company for the development and construction of the Project and which provide for expected maintenance and similar costs. The Parties agree that no other reserves will be required or maintained.

20. FORCE MAJEURE

20.1 If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its obligations under this Agreement, the Party whose performance is affected thereby shall give notice to the other Party within 14 (fourteen) days or as soon as is reasonably practicable after the occurrence of such Force Majeure giving full particulars in writing as to the cause and anticipated duration of such Force Majeure. The obligations for the performance of which have been affected by such Force Majeure shall be suspended and excused for the duration of such Force Majeure, but for no longer period, and such Force Majeure shall as far as is reasonably possible be removed or mitigated by the Party affected thereby with all reasonable dispatch. Neither Party shall be responsible for delay, damage or loss caused by Force Majeure.

20.2 If any Force Majeure adversely affecting the performance by a Party of its obligations pursuant to this Agreement continues for more than 12 (twelve) consecutive months, the Party whose performance has been affected thereby may decide, after consultation and negotiation, with the other Party, whether to continue the performance of this Agreement, with whatever amendment hereto are required by to enable the successful implementation of Project Management notwithstanding the delay and other effects attributable to such Force Majeure or, as a last resort, to terminate this Agreement pursuant to Clause 33.3 hereof.

21. SETTLEMENT OF DISPUTES

21.1 If any dispute arises out of this Agreement or the Concession Rights or any other agreement or document executed in connection with this Agreement or the Concession Rights (in which case the "Parties" include the GOM or the ministry duly authorized by the GOM and the Project Company), the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 If three occasions of consultation fail to settle such dispute, the Agreement on Encouragement, Promotion, and Protection of Investment between the Government of the People's Republic of China and the Government of The Republic of the Union of Myanmar shall apply. In case the issue remains to be settled, it shall be finally settled by arbitration, through three arbitrators, in accordance with the provisions hereunder. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator who shall serve as the chairman of the arbitration tribunal. The decision of the arbitrators shall be final and binding upon both Parties.

21.3 Each of the Parties agrees the Arbitration institution shall be Singapore International Arbitration Center and the UNCITRAL Rules shall be obeyed as the applicable arbitration rule. The venue of Arbitration shall be Singapore and arbitration proceedings shall be conducted in English. The appointed arbitrators should be chosen from the arbitrators' name list provided by Singapore International Center.

22. CONFIDENTIALITY

22.1 Each of the Parties agrees to treat as secret and confidential the substance of this Agreement and all Confidential Information other than any Confidential Information which is required to be disclosed by a Party pursuant to any judicial or administrative process or pursuant to applicable law.

22.2 Neither Party hereto shall divulge to any person (other than those whose province it is to know it or with proper authority) or use for any purpose any of the information that it may acquire as a result of entering into this Agreement.

22.3 Each of the Parties shall endeavor to prevent its employee from doing anything which if done by a Party hereto would be a breach of Clauses 22.1 and 22.2. The restriction herein shall continue to apply after the expiration or termination of this Agreement without limit in point of time but shall cease to apply to information which comes into the public domain through no fault of a Party hereto.

23. NOTICES

23.1 Any notice, demand, request, report or other communication to be given by any Party to a Party pursuant to this Agreement (a "Notice") shall be in writing, in the English language, and shall be delivered personally or by prepaid letter (airmail if available), telex or facsimile transmission to the relevant address, telex number or fax number specified in Clause 23.2, and shall be deemed to have been received (a) if delivered personally; at the time of delivery to the addressee thereof, (b) if posted, 15 (fifteen) days after it has been put in the post, and (c) if transmitted by telex, at the time dispatched provided the proper answerback appears at the beginning and end of the transmission, and (d) if transmitted by fax, at the time received by the addressee thereof.

23.2 Notices shall

a) if given to DEPP, be addressed to

Department of Electric Power Planning
Ministry of Electric Power
Office No. 27, Nay Pyi Taw

The Republic of the Union of Myanmar
Attention: U Khin Maung Win
Fax: +95 67 410219
E-mail: depmmk@gmail.com
Telephone: +95 67 410219

b) if given to UREC EI, be addressed to

UREC Energy International Limited
UNIT C 16/F, CNT Tower 338 Hennessy Rd,
Wan Chai, Hong Kong.
Attention: Mr. Dong Fan
Fax: 00852-28157334
E-mail: dongfan@urecei.com
Telephone: 0086-18669055660

23.3 If any of the Parties changes its name, address or telex or facsimile number for the purposes of this Clause 23, it shall notify the other Party of the details of such change, provided that such notification shall only be effective in respect of each of the other Parties as from the date On which the Notice is deemed received by such other Party in accordance with Clause 23.1.

24. WAIVER

The rights of each Party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other Party and no waiver by either of them in respect of any breach by the other Party shall operate as a waiver in respect of any subsequent breach.

25. RENEGOTIATION AND MODIFICATION

a) In the event that any situation or condition arises due to circumstances not envisaged in this Agreement which adversely affects Project Management and thereby warrants amendment to this Agreement or the Concession Rights in order to enable Project Management to be implemented successfully, or such amendments are required in order to obtain limited recourse debt financing for the development and construction of the Project, the Parties shall make the necessary amendments to this Agreement or cause such amendments to be made to the Concession Rights.

b) This Agreement shall not be amended, varied or modified, unless such amendment, variation or modification is expressly agreed in writing by each Party.

26. NON-ASSIGNMENT

Save in accordance with the express provisions hereof, neither this Agreement nor any of the rights or obligations hereunder may be assigned by a Party in whole or in part except with the prior written consent of the other Party.

27. ENTIRE AGREEMENT

This Agreement, together with all Annexes thereto, sets forth the entire agreement and understanding of the Parties in connection with the Project Company and the subject matter of this Agreement and, save as provided herein, supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, contract and undertakings (if any) between the parties with respect to the Project Company and subject matter hereof, whether such be written or oral.

28. SEVERABILITY

If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any other legal and enforceable provisions hereof, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted herein, unless the severance of such illegal or unenforceable provisions would or shall destroy the underlying business purposes of this Agreement.

29. ORIGINALS AND DUPLICATES OF THE AGREEMENT

This Agreement shall be made in English language in 2 (two) originals and 8 (eight) duplicates, each of DEPP and UREC EI holds 1 (one) original and 4 (four) duplicates. All duplicates shall be equally valid with the originals after this Agreement coming into force.

30. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in all respects in accordance with the laws of The Republic of the Union of Myanmar.

31. EXEMPTIONS

For the avoidance of doubt, the Parties hereby understand, agree and declare that;

as the Project Company will be established for the mutual benefit of The Republic of the

Union of Myanmar and UREC EI, which are Parties to this Agreement, the provisions of the Transfer of Immovable Property Restriction Law (Law No. 1/87), pursuant to Section 15 thereof, shall not be applicable to the Project Company.

32. WAIVER OF THE SOVEREIGN IMMUNITY

To the extent that DEPP may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets, such immunity (whether or not claimed), DEPP hereby irrevocably and unconditionally agrees not to claim and waives such immunity to the full extent permitted by the Laws and Regulations.

33. TERMINATION

33.1 This Agreement may be terminated upon 90 (ninety) days prior written notice by UREC EI in the case of sub-Clauses 33.1(a) and (b), and by either Party in the case of the remainder of the following sub-Clauses:

a) failure to satisfy the requirements of Clause 5.1 hereof within 180 (one hundred and eighty) days of the formation of the Project Company;

b) the terms of the Concession Rights not being honored;

c) the winding-up of the Project Company;

d) expiration of the Concession Rights; and

e) date of expiry of this Agreement

33.2 Upon material breach of this Agreement by either Party and failure by the breaching Party to rectify such breach within 60 (sixty) days of receiving written notification of such breach from the non-breaching Party, or such other period of time as is reasonably required for the breaching Party to rectify such breach to the extent it is not reasonably practicable to rectify such breach within 60 (sixty) days of receiving such written notification of breach by the non-defaulting Party, the non-breaching Party may terminate this Agreement upon 90 (ninety) days written notification; provided further that if the defaulting Party cures such material default before the expiration of such 90 (ninety) days notification period, such cure shall eliminate such default and this Agreement shall not be terminated notwithstanding such written notification of termination by the non-defaulting Party. For purposes of this Clause 33.2, material breach means the failure of a Party hereto to perform satisfactorily an obligation under this Agreement which materially and adversely affects or otherwise frustrates one of the

objectives of this Agreement or which materially increases the difficulties associated with or otherwise would frustrate the timely and successful development of the Project and/or Project Management.

33.3 This Agreement may also be terminated before the expiry of the term of the Project Company by mutual written consent of the Parties.

33.4 No Party shall have the right to terminate this Agreement on the basis of a Force Majeure for which performance of one or more of its respective obligations hereunder cannot be suspended and excused pursuant to the principles set forth in Clause 20.1.

33.5 No party shall have the right to terminate this Agreement unilaterally by reason of Force Majeure in regards to Laws and Regulations.

34. CONDITIONS PRECEDENT

This Agreement shall become effective and the Parties shall be bound by their respective obligations herein on the date on which the following 2 (two) conditions have been fully satisfied:

a) This Agreement has been properly signed, sealed and delivered by duly authorized representatives of DEPP and UREC EI.

b) The Union Attorney General's Office shall have issued a legal opinion substantially in the form of Annex (4) hereto confirming that (i) this Agreement is effective, valid and enforceable under the laws of The Republic of the Union of Myanmar, and (ii) the Concession Rights as set out in Annex (3), once issued by the GOM or the ministry duly authorized by the GOM, and the authorities of the Ministry set forth therein and exercised thereby will be respectively valid and enforceable under the laws of The Republic of the Union of Myanmar.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by the authorized representatives of the Parties in Nay Pyi Taw, Union of Myanmar, on the day, the month and the year first above written.

For and on behalf of
THE DEPARTMENT OF ELECTRIC POWER PLANNING

U Khin Maung Win
Director General
Department of Electric Power Planning

For and on behalf of
UREC ENGERGY INTERNATIONAL LIMITED

Mr. Guan Yu Kun
Chairman
UREC Energy International Limited

In the presence of

U Htein Lwin
Managing Director
Myanma Electric Power Enterprise

Mr. He Wen
Vice President
UREC Energy International Limited

Annex (1): Memorandum of Association

Annex (2): Articles of Association

Annex (3): Concession Rights

Annex (4): Legal Opinion

ANNEX (1)

UNDER THE MYANMAR COMPANIES ACT, 1914
AND
THE SPECIAL COMPANY ACT, 1950
PRIVATE JOINT VENTURE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
THE U-ENERGY THAKETA POWER COMPANY, LTD.

1. The name of the Joint Venture Company is the "U-ENERGY THAKETA POWER Company, Ltd."

2. The registered office of the Joint Venture Company will be situated in Thaketa, Yangon, the Republic of the Union of Myanmar.

3. The Joint Venture Company, hereinafter known as the "Company", is to be formed under the Special Company Act 1950 and Myanmar Companies Act 1914 as a "Special Company" in which the Department of Electric Power Planning, under the Ministry of Power (hereinafter referred to as "DEPP"), will have a share capital of 3% (three percent) and the UREC Energy International Limited (hereinafter referred to as "UREC EI") will have a share capital of 97% (ninety-seven percent). The Company formed under the Special Company Act 1950 shall not be deemed a "Foreign Company" under the Myanmar Companies Act.

4. All the provisions of the Special Company Act 1950 shall apply to this Company and also all other provisions of the Myanmar Companies Act not specifically or implication or intention repealed or excluded by the Memorandum of Association and Articles of Association of the Company shall apply.

5. The Company shall be registered as a private company of limited liability under the Special Company Act 1950 and the Myanmar Companies Act. The Company shall also apply and obtain a "Permit" under the Union of Myanmar Foreign Investment Law.

6. The objects for which the Company is established are those set out in the sub-clauses (i) to (xx) both inclusive of these sub-clauses:

   (i) to build and operate a 489 MW Combined Cycle Natural-Gas Generating Power Plant in Yangon (Thaketa) (the terms herein have the meanings ascribed in the JV Agreement);

   (ii) to lease land for the purpose to construct and operate the Natural Gas Generating Power Plant according to the two Agreement: the JV Agreement and the Power Purchase Agreement.

   (iii) to survey, produce, buy, sell, develop, procure, enter into an agreement, convert, plan, build, examine, analyse, design, install, obtain, transmit, maintain, develop, collect, reserve, bid, hire for construction, repair, import, export and engage in any other operations relating to the operation and maintenance of the Natural Gas Generating Power Plant, electrical energy and other related works supporting such business;

   (iv) to buy, treat, import, or otherwise obtain Natural Gas and/or other fuels and/or fuel residual used for the business operation as referred to in (ii);

   (v) to retain and train staff with respect to the management and maintenance of the natural gas fired generating power plant, power generating and distributing systems, power generating units, transmission lines and equipment used in such power plants;

(vi) to construct a power plant, warehouse, laboratory and any other kinds of buildings and structures relating to the operation of business referred to in (i)-(iv), and to store, sell, retail and export materials and products manufactured by the Company, including import, buy, manufacture, rent, lease, or acquire by other means the machinery, equipment, building, raw materials and materials necessary to the business operation;

(vii) to import, buy, rent, hire-purchase or acquire by any means the machinery, equipment, buildings and structures, spare parts and other raw materials used for the business of the Company;

(viii) to carry on all or any of the business which may seem capable to the Company to be conveniently carried out in connection with any of the above business objectives;

(ix) to import, export, purchase, sell, lease and rent of any goods, supplies, raw materials, packaging materials, machinery, equipment, spare parts, and articles necessary for the business of the Company;

(x) to establish branch businesses or agencies at the Project site, in Yangon and/or in Nay Pyi Taw and to regulate, carry on or discontinue the same;

(xi) to make, accept, endorse, execute, negotiate and deal with promissory notes, bills of exchange and other negotiable instruments;

(xii) to enter into agreements for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any other company, firm or person carrying on or possessed of property suitable for the purposes of this Company;

(xiii) to lease, exchange or hire any real or personal property and any rights or privileges which may be necessary or convenient for the purposes of the Company's business;

(xiv) to build, construct, erect, install, maintain, alter, upgrade, enlarge, demolish, remove or replace any buildings, works, structures, factories, plants, mills, machinery and equipment at any time when it is necessary or convenient for the business of the Company, or to join with any person, firm or company in doing any of the things aforesaid;

(xv) to borrow or raise money on such terms and conditions as the Company shall think fit, and if thought fit, to secure the payment of such moneys or any other money at any time owing by the Company by executing or issuing mortgages, charges or liens upon any of the Company's assets and all or any of the uncalled capital for the time being of the Company to the lenders and to receive money on deposit at interest;

(xvi) to publicize and promote the products of the Company by any means and media as may seem expedient including, in particular, advertisement, press, circulars, display and exhibition of works of art or interest, publications, books, booklets, periodicals, prizes, rewards and donations or any other means the Company shall think fit;

(xvii) to distribute the annual dividends to the shareholders.

(xviii) to invest and deal with the moneys of the Company not immediately required for the purpose of its business in such manner as may from time to time be considered expedient and to dispose of or vary any such investments of securities;

(xix) to enter into any arrangement with any government or other authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authorities all rights, concessions and privileges which may seem conductive to the Company's objects or any of them, and to obtain or endeavour to obtain any legislative enactment for the purpose of carrying out, extending or varying the objects and powers of the Company, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;

(xx) to distribute among the members in specie any property of the Company pursuant to the relevant rules and regulations;

(xxi) to carry on any other trade or business or to do any other act or things whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others;

(xxii) to do all such other things as may be deemed incidental or conductive to the attainment of the above business objectives and the business objectives set forth in the Joint Venture Agreement executed by UREC EI and DEPP on day of 2015. [specify date].

It is hereby declared that:-

(1) where the context so admits the word "company" in this clause shall be deemed to include any statutory, municipal or public body or any body corporate or incorporated association, including a partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Myanmar Companies Act and whether registered or domiciled in the Union of Myanmar or elsewhere; and

(2) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraph) by reference to or inference for the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs

(3) As a separate and distinct company in the event of any ambiguity this clause shall be construed and understood in such a way as to widen and not to restrict the legal capacity or power of the Company.

7. The Liability of the shareholders is limited to the amount which has not been paid in or which such shareholders are obligated to pay in, in respect of the shares held by them.

8. Capital

(a) The share capital of the Company shall be denominated in US Dollars. The final Authorized Share Capital of the Company shall be US$ 200,000.00 (two hundred thousand US Dollars only) which shall be divided into 10,000.00 (ten thousand Shares only). The par value of each share shall be US$20.00 (twenty Dollars). UREC EI's Authorized Shares of 100% (a hundred percent) shall be subscribed within 45 (forty-five) days after JV Agreement comes into effect.

(b) The Authorized Shares shall be subscribed by DEPP and UREC EI, and 100% (a hundred percent) of which shall be subscribed by UREC EI. 3% (three percent) of the Authorized Shares subscribed by UREC EI shall be allotted to DEPP as the royalty payment according to Clause 6.1(b) of the Joint Venture Agreement. The value and percentage of Shares allocated to each party respectively are as follows:

Party	Proportion of Subscription	No. of Shares	Value (USD)	Percentage of Shares
UREC EI	**100%**	**9,700**	**200,000**	**97%**
DEPP	**0%**	**300**	**0**	**3%**
Total	**100%**	**10,000**	**200,000**	**100%**

9. The Company shall have power from time to time to increase or reduce the share capital as and when the

shareholders decide in accordance with the Articles of Association of the Company. Upon any increase of capital, new shares, may be issued with any preferential, deferred or qualified with special rights, privileges or conditions provided always that the rights attached to the shares having preferential, deferred or qualified with special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the Articles of Association of the Company but not otherwise.

We, the following persons whose names, nationalities, addresses and descriptions are subscribed below are desirous of being formed into a private joint-venture company pursuant to this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective name.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality& N.R.C No.	Number of shares taken	Signatures
1.	DEPARTMENT OF ELECTRIC POWER PLANNING represented by: [ ] Director General Office No.27, Nay Pyi Taw The Republic of the Union of Myanmar	Myanmar	Ordinary 300 [3%]	
2.	UREC ENERGY INTERNATIONAL LIMITED represented by: [*Insert*] UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong	Hong Kong	Ordinary 9700 [97%]	

Nay Pyi Taw Dated the day of 2015

It is hereby certified that the persons mentioned above put their signatures in my presence.

ANNEX (2)

THE SPECIAL COMPANY ACT, 1950
PRIVATE JOINT VENTURE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF THE
U-ENERGY THAGETA COMPANY, LTD.

INTERPRETATION

1. In these Articles, unless otherwise defined herein, the words and expressions defined in the Special Company Act, 1950, and the Myanmar Company Act, or any statutory modification or amendment thereof for the time being in force (hereinafter collectively referred to as "Act"), shall have the same meaning when used herein and words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include bodies corporate.

WORDS	MEANINGS
"Auditors"	means such firm of independent accountants of recognized standing as may be appointed as the Project Company's auditors in accordance with the provisions of this Joint Venture Agreement;
"Board" or "Board of Directors"	means the board of directors of the Company.
"Company"	as used in these Articles of Association means U-ENERGY THAGETA Company Limited, a private limited liability company established pursuant to the Joint Venture Agreement.
"Director" or "Directors"	Shall mean the directors of the Company for the time being as duly appointed in accordance with the Joint Venture Agreement and these Articles of Association.
"Joint Venture Agreement"	means the Agreement dated [*] 2015 between the Department of Electric Power Planning, under the Ministry of Electric Power of the Government of the Republic of the Union of Myanmar ("DEPP") and UREC Energy International Limited ("UREC EI").
"Ordinary Share"	means any Share other than a Preference Share. All Shares issued by the Company are Ordinary Share.
"Share"	means any Ordinary Share and/or any Preference Share.
"Shareholder"	means any Person who is a holder of a share certificate of any class of Shares which were acquired in accordance with these Articles and the Joint Venture Agreement.

PRIVATE JOINT VENTURE COMPANY

2. The Company is a Private Company as defined in Sub-section (13) of Section 2 of the Myanmar Companies Act and accordingly the following provisions shall be in effect:`

   (1) the number of Shareholders for the time being of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty (50); provided that if two or more persons hold one or more shares in the Company jointly, they shall for the purpose of this Article be treated as a single Shareholder.

   (2) any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

   (3) the right to transfer the shares of the Company shall be restricted in the manner hereinafter appearing.

3. The regulations contained in Table A (in the first schedule of the Myanmar Company Act) shall not apply to the Company except in so far as they are expressly incorporated or deemed to be incorporated herein.

   Compulsory regulations stipulated in Sub-section (2) of Section 17 of the Myanmar Company Act shall always apply to the Company. -

   These Articles shall be effective in so far as they have no prejudice to the provisions of the Special Company Act 1950 and over existing laws.

   These Articles are adopted pursuant to the Joint Venture Agreement. The Joint Venture Agreement shall be binding on the Company and its Shareholders as if the terms thereof are set out in these Articles. If there shall be any inconsistency between the Articles and the Joint Venture Agreement, the terms of the Joint Venture Agreement shall prevail.

4. The registered office of the Company shall be at such place in Myanmar as the Board of Directors shall from time to time determine.

SHARE CAPITAL AND SHARES

5. The shares of the Company shall be divided into 10,000 （Ten Thousand） Shares, the par value of each of which shall be US$ 20.00(Twenty US Dollars).

6. All shares shall be regarded as owned by the Shareholder whose name is recorded in the Company's Share Register. No bearer shares shall be issued by the Company. If a share is held by 2 (two) or more persons in common, they must appoint 1 (one) of them to exercise their rights as Shareholders. Subject to the Act, no shares may be issued by the Board of Directors without the prior approval of the Company in a general meeting of the Shareholders.

7.

   (1) Unless otherwise agreed in a general meeting of the Shareholders, all unused shares shall before issue be offered for subscription to the Shareholders in proportion as nearly as the circumstances will permit to the number of. Shares then held by them.

   (2) Any such offer as aforesaid shall be made by notice in writing specifying the number of shares and the price at which the same are offered and limiting the time (not being less than 28（twenty eight) days, unless the Shareholder to whom the offer is to be made otherwise agrees) within which the offer if not accepted in writing will be deemed to be declined.

   (3) Subject to Article 7 (1), Article 21 and to any special right attached to any shares for the time issued in the Company, any new shares may be issued upon such terms and conditions and with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of

share capital, or otherwise, as the Company from time to time in a general meeting of the Shareholders by special resolution determine.

8. The amount payable on application for shares shall be at least 5 % (five percent) of the par value of the shares, and the Directors shall, as regards any allotment of shares, duly comply with such of the provisions of Sections 101 and 104 of the Myanmar Companies Act as may be applicable thereto.

9. Except to the extent allowed by Section 54A of the Myanmar Companies Act, no part of the funds of the Company shall be employed in the purchase of, or in loans upon the security of, the Company's shares.

TRANSFER AND TRANSMISSION OF SHARES

10. No Shareholder shall transfer, sell or otherwise deal in any way with all or any part of his shares except in accordance with the provisions of these Articles.

11.

(1) Shares may be sold, transferred or pledged only following prior approval of the Board of Directors, which shall not be withheld in the case of the transfer made in accordance with this Article 11.

(2) No Shareholder shall transfer, pledge or otherwise dispose of or encumber its shares in the Company otherwise than as set forth in this Article 11 or as otherwise agreed by the Shareholders.

(3) Any Shareholder wishing to transfer any of its shares in the share capital of the Company (the "**Offering Shareholder**") shall give a notice in writing (the "**Transfer Notice**") to the other Shareholder (the "**Offered Shareholder**"), who shall have a right to purchase these shares at a price and on the terms specified in the Transfer Notice. Such offer must identify shares being sold and must invite the Offered Shareholder to apply, within 30 (thirty) days from the date of receipt of the Transfer Notice, to purchase such shares.

(4) If the Offered Shareholder does not exercise the right to purchase those shares within the period as specified in Article 11(3), then the Offering Shareholder shall be entitled to sell the shares included in the Transfer Notice to a third party within 60 (sixty) days from the date of the Transfer Notice on terms and conditions no more favorable than those initially specified in the Transfer Notice; provided that, in the event of a sale by DEPP, the third party shall not be a commercial competitor of UREC EI.

(5) In the event any Shareholder at anytime sells, assigns, or transfers any of its shares to a person not a party to the Joint Venture Agreement such Shareholder shall cause the purchaser acquiring such shares to furnish an undertaking both to the transferor and to the remaining Shareholders and the Company, under which the purchaser, assignee or transferee agrees to observe and be bound by all provisions of the Joint Venture Agreement and these Articles of Association.

(6) Notwithstanding the provisions of Article 11(3), UREC EI shall have the right to transfer without restriction any of its shares to any one of its affiliates.

12. A registered Shareholder shall be the only person recognized by the Company as having any title to the shares.

13. Any person becoming entitled to any share in consequence of the death or bankruptcy of any Shareholder shall, upon surrender of the share certificate when possible, and on proper evidence being produced, be registered as Shareholder, or may transfer such share to any other person by executing to such person an instrument of transfer, subject always to the provisions as to transfer contained in Article 11.

14. The instrument of transfer of any share shall be signed by both the transferor and the transferee whose signatures shall each be certified by at least 1 (one) witness. The transferor shall be deemed to remain the

holder of such share until the transfer has been approved by the Board of Directors pursuant to Article 11 (1) and the name and address of the transferee is entered in the Share Register in respect of such share.

SHARE CERTIFICATE

15. If any share certificate is mutilated or obliterated, the Board of Directors shall, upon surrender thereof, order the cancellation of the share certificate and shall issue a new share certificate. In case of loss or destruction of s share certificate, if proper evidence is produced, the Board of Directors shall issue a new share certificate; the Board may first require the provision of a fee as it deems appropriate.

16. Apart from the provisions of these Articles, the Board of Directors may, by resolution, impose any regulations in connection with the handling of shares, as it may deem fit, which are not inconsistent with these Articles.

LIEN AND FORFEITURE

17. The Company shall have a first and paramount lien and right to charge on every share (not being in a fully paid share) for all moneys (whether presently payable or payable at a fixed time in respect of that share), and the Company shall also have a lien on all shares (including fully paid shares) standing registered in the name of Shareholder for all moneys and debts presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The company's lien, if any, on a share shall extend to all dividends payable thereon.

18. For the purpose of enforcing such lien the Directors may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled.

19. The net proceeds of any such sale shall after payment of the costs of such sale or attempted sale be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and any residue shall (subject to a like lien for sums not presently payable, as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date immediately before the sale.

20.

(1) If any Shareholder fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installments remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest and expenses which may be accrued by reason of such non-payment.

(2) The notice shall name a further day (not earlier than the expiration of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made. It shall also name the place where the payment is to be made and shall state that, in the event of non-payment at or before time appointed, the shares in respect of which the call was made will be liable to be forfeited.

21. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

22. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding those such dividends shall have been previously declared. The Directors may accept a surrender of any share liable to be forfeited hereunder.

23.

(1) A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

(2) The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed and be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in the reference to the forfeiture, sale or disposal of the share and after his name has been entered in the Register of Shareholders, the validity of the sale shall not be impeached by any person.

24. In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon the Shareholder or other person who, prior to such forfeiture or sale was entitled thereto, shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.

25. A person whose shares have been forfeited shall cease to be a Shareholder in respect of the forfeited shares, but shall, notwithstanding such forfeiture, remain liable to pay to the Company all moneys which at the date of such forfeiture were payable by him to the Company in respect of shares with interest thereon at 5% (five percent) per annum (or such other rate as the Directors may approve) from the date of forfeiture or surrender until payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares and the Directors may waive payment of such interest either wholly or in part.

26. Notice of any forfeiture shall be given to the holder of the share forfeited or the person entitled by transmission to the share forfeited as the case may be. An entry of the forfeiture with the date thereof shall be made in the Register of Shareholders opposite to the share. The provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission to give such notice or to make such entry as aforesaid.

27. A duly verified declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

28. The provisions of these regulation as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CALL ON SHARE

29. The Board of Directors may from time to time make call upon the Shareholders in respect of any moneys unpaid on their shares or on any class of their shares, and each Shareholder shall (subject to receiving at least 14 (fourteen) days' written notice specifying the time or times of payments) pay to the Company at the time or times so specified the amount called on his shares.

ALTERATION OF CAPITAL

30. Directors may, with the approval of the Company at general meeting, whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not, by an ordinary resolution increase the share capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts, as

the resolution shall prescribe.

31. Subject to Article 19 above and any special rights for the time being attached to any existing class of shares, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting of the Shareholders resolving upon the creation thereof shall direct.

32. Subject to any direction to the contrary that may be given by the resolution of the Shareholders sanctioning the increase in share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares offered, and limiting a time (not being less than 28 (twenty eight) days, unless the Shareholder to whom the offer is made otherwise agrees) within which the offer, if not accepted, will be deemed to be declined, and subject to the other provisions of these Articles, after the expiration of that time, or on the receipt of confirmation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors be conveniently offered under this Article.

33. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

34. The Company may, by ordinary resolutions:

(1) consolidate and divide its share capital into shares of larger amount than its existing shares;

(2) by sub-division of its existing shares or any of them, divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless, to the provisions of paragraph (d) of sub-section (1) of Section 50 of the Myanmar Companies Act;

(3) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

35. The Company may, by ordinary resolution, reduce its share capital and any capital redemption reserve fund in any manner, and with and subject to any incident authorized and consent required by law.

MODIFICATION OF CLASS RIGHTS

36. Subject to the provisions of the Act, all or any of the special rights or privileges attached to any class of shares in the capital of the Company for the time being may, at any time, before as well as during liquidation, be modified, varied, altered or abrogated, either with the consent in writing of the holders of all the issued shares of the class, or with the sanction of all the holders of shares of that class passed at a separate general meeting of the holders of shares of that class, and all the provisions contained in this Articles relating to the general meetings shall mutatis mutandis apply to every such meeting, but so that the quorum thereof shall be not less than 2（two） persons personally present and holding or representing by proxy one quarter of the issued shares of the class, and that any holder of shares of the class, present in person or by proxy, shall on a poll be entitled to one vote for each share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present, any two holders of shares of the class who are personally present shall be a quorum. The Directors shall comply with the provisions of the Act as to forwarding a copy of any such consent or resolution to the Register of Companies.

GENERAL MEETING

37. General meetings of the Shareholders of the Company shall be held at such place as the Board of Directors may decide and indicate in the notice for the meeting. English shall be the language used in the

general meeting, including but not limited to, the notice, documents, voting, minutes and resolutions for the meeting, and it shall be the obligations of the Board of Directors to keep the minutes of meeting, results of voting, and the written documentation of the final resolutions.

NOTICE OF GENERAL MEETINGS

38.

(1) Subject to the provisions of the Act, a general meeting of Shareholders shall be held within 6 (six) months of the date of registration of the Company and a general meeting shall be held at least once in every subsequent 12 (twelve) month period. Such general meetings are called "Annual General Meetings", and all other general meetings are called "Extraordinary General Meetings". Subject to the foregoing, the Directors may summon general meetings by an affirmative vote of a simple majority of Directors whenever they think fit but not at unreasonable intervals.

(2) Written notice of any general meeting of the Shareholders, signed by any director or by any person authorized by the Board of Directors, shall be sent to each Shareholder, at his last known address as shown in the Share Register of the Company, at least 14 (fourteen) clear days before the scheduled date of the Meeting. Notice to Shareholders in Myanmar shall be given by registered post and notice to Shareholders abroad shall be sent by a registered airmail (return receipt requested) or by facsimile with confirmed answer back. The notice shall specify the place, the day and the hour of the meeting, and the nature of the business to be transacted thereat. Any notice sent by mail in a letter properly addressed and posted is deemed to have been served at the time when such letter would have been delivered in the ordinary course of registered post. Notice sent to the Shareholders outside Myanmar shall be confirmed on the day of dispatch by fax.

39.

(1) Any notice of a meeting to consider special business shall specify the general nature of the business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

(2) The notice convening a meeting to consider a Special Resolution shall specify the intention to propose the resolution as a Special Resolution.

PROCEEDINGS AT GENERAL MEETING

40. A quorum of a general meeting of Shareholders shall require the presence of Shareholders and or their proxies representing not less than the majority of all shares issued.

41. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved; in which case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the Shareholders present shall be a quorum.

42. The Chairman for the time being of the Board of Directors shall preside as Chairman at every general meeting of the Company.

43. If there is no such chairman, or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Shareholders present shall choose one of their number to be Chairman.

44. Unless otherwise provided by the Joint Venture Agreement, the Act or in these Articles, all resolutions of the Shareholders shall be carried by simple majority of votes cast.

VOTES OF SHAREHOLDERS

45. At any general meeting a resolution put to the vote of the meeting shall be decided by a vote by ballot. Each Shareholder entitled to vote may vote in person or by proxy. Each Shareholder present in person or by proxy shall have 1 (one) vote for each share he holds.

46. In the case of joint registered holders of any share any one of such persons may vote and be reckoned in a quorum at any meeting either personally or by proxy as if they were solely entitled thereto and if more than one of such joint holders be so present at any meeting that one of such person so present whose name stands first in the Register of Shareholders in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a Shareholder in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.

47. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction, may vote whether on a show of hands or on a poll by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

48. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A proxy need not be Shareholder of the Company.

49. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarized and certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 (forty eight) hours' before the time for holding the meeting and in default the instrument of proxy shall not be treated as valid.

50. An instrument appointing a proxy may be in any form which the Directors shall approve.

51. No objection shall be raised as to the qualification of any voter or to the validity of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

CORPORATIONS ACTING BY REPRESENTATIVES

52. Any corporation which is a Shareholder of the Company may by resolution of its Directors or other governing body authorize such person as it deems appropriate to act as its representative at any meeting of the Company or of any class of Shareholders of the Company. The person so authorized shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Shareholder of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorized is present thereat.

DIRECTORS

53. The Company shall be managed by the Board of Directors and the Managing Director.

54. The Board of Directors shall consist of 5 (Five) Directors, 4 (Four) of whom, including the Managing Director, shall be appointed upon the nomination of UREC EI and 1 (One) of whom shall be appointed upon the nomination of DEPP.

55. The appointment of Directors shall take place by a general meeting of Shareholders. Any vacancy in the Board shall be filled with a person nominated by the Shareholder having the original right of nomination in accordance with this Articles.

56. The Company may from time to time by a special resolution of Shareholders in general meeting increase or

reduce the maximum and the minimum number of Directors, but the minimum number of Directors shall not be less than two.

57. A Director may be removed at any time by the Shareholder who nominated him notwithstanding any provision of these Articles or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement.

58. The Directors shall keep Registers as required by Section 87 and such other provisions of the Act, and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a register of the Directors and to sending to the Registrar (as defined in the Act) an annual list of Shareholders, and a summary of particulars relating thereto and notice of any consolidation or increase of share capital and copies of special resolution and a copy of the register of Directors and notification of any changes therein.

59.

(1) The remuneration of Directors shall from time to time be determined by the Company in general meeting.

(2) Each Director shall in addition to any other remuneration be entitled to recoup all reasonable traveling, hotel and other expenses properly incurred by him for the purpose of attending meetings of the Directors or of any committee or any general meeting of the Company or otherwise in the course of the Company's business.

60. The office of a Director shall be vacated

(1) if a receiving order is made against him or he makes any arrangement or composition with his creditors.

(2) if he becomes of unsound mind.

(3) if, without special leave of absence from the Board, he absents himself from 3 (three) consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of 3 (three) months, whichever is longer, and they pass a resolution that he has by reason of such absence vacated office.

(4) if by notice in writing to the Company he resigns his office.

(5) if he is prohibited from being a Director by virtue of any applicable law.

(6) if he is removed from office pursuant to a resolution passed under the provision of these Articles or pursuant to Article 57 hereof.

61. Upon the removal, resignation, death or retirement of a director, or vacation of office by any Director for any reason, his or her successor shall be appointed by written instrument by the same Shareholder that appointed the former Director. As to the appointment of a Director to fill any vacancy occurring in the Board of Directors otherwise than by rotation, the Director so appointed shall retain his office during such time only as the former Director was entitled to retain the same.

62. A Director is not required to own any share or to hold any office in the Company.

POWER AND DUTIES OF THE DIRECTORS

63.

(1) The following matters shall be determined by the Board of Directors and require the approval or consent of the Board of Directors and in the event that any of the matters shall not be resolved by the Board of Directors, the same shall be determined by the Shareholders in the general meeting:

(a) to appoint the Managing Director and accept his resignation;

(b) to review the performance and the accounts of the Company;

(c) to decide on dividend policy, borrowing and disposal of assets as proposed by the Managing Director;

(d) to approve contracts and investments with a monetary value in excess of US$ 1,500,000.00 (one million five hundred thousand US dollars);

(e) to approve any mortgage, pledge, charge, or encumbrance in respect of any part of the assets or legal property of contractual rights of the Company, or the decision to enter into any agreement to do so;

(f) to decide on investment proposals submitted by the Managing Director; and

(g) to commence or institute any litigation, arbitration, or other legal proceedings in any official or quasi-official forum, or commence or negotiate any compromise or settlement with respect of any claim by or against the Company.

(2) The Board shall manage the business of the Company in accordance with the law and the Company's Memorandum of Association and Articles of Association and shall have the authority to do all things therein provided or related thereto.

(3) The Managing Director shall have the authority to do the following acts and things for and on behalf of the Company:

(a) to manage on a daily basis, supervise and direct the business of the Company and, in this connection, to enter into transactions directly with any person or persons, natural or juristic, with respect to any matter in connection with the business of the Company;

(b) to engage, appoint, dismiss, remove or suspend, including in the course of disciplinary actions taken against employees who violate the rules and regulations of the Company, officers, clerks, agents, employees and servants which are permanent or temporary, as the Managing Director may deem appropriate, and to determine their titles, powers and duties and fix their remuneration;

(c) to stipulate working rules and regulations and establish salary policy, sign correspondence in the name of the Company, and execute all bonds, deeds, bills of lading, invoices, delivery orders and other instruments in respect of any goods, wares or merchandise, including all usual and customary mercantile transfers, contracts, agreements and undertakings in direct connect with the business of the Company;

(d) to do any and all other acts and things necessary for the proper and efficient conducting of the Company's business, or which may be incidental or ancillary thereto;

(e) to set down the marketing policy and fix the prices, product by product, customer by customer, and to take any decision justified by an emergency situation; and

(f) to exercise signature powers determined by the Board of Directors; PROVIDED that:

(i) the Managing Director shall in any case have the signature powers sufficient to meet all recurrent monthly expenses.

(ii) the Managing Director shall have full power and authority to enter into any contract or transactions involving a financial commitment of up to US$ 1,500,000.00 (one million five hundred thousand US dollars); and

(iii) the Managing Director shall have full power and authority to enter into any contracts or transactions involving a financial commitment of between US$ 1,500,000.00 (one million

five hundred thousand US dollars) and US$ 5,000,000.00 (five million US dollars); provided that the Managing Director in such case notifies all the Directors of the Board in advance by the fastest possible means (including by e-mail or fax) of such intended commitment, and if no objection is made by any of the Directors within a week of such written notice, the Managing Director will be entitled to proceed with the intended commitment.

PROCEEDINGS OF DIRECTORS

64. A meeting of the Board of Directors shall be called by the Chairman upon not less than 14 (fourteen) days with written notice by any Director. The Board of Directors may hold their meetings at such places as they deem appropriate, but in any case not less frequently than twice per year. The Chairman shall add to the agenda for any such meeting any matters proposed for deliberation by any Director.

65. The Chairman shall preside at all meetings of the Board of Directors, but if at any meeting the Chairman is not present within 10 (ten) minutes after the time appointed for holding the meeting, the Directors present shall elect any other Director to preside as Chairman at the said meeting.

66.

(1) Notice of every Directors' meeting shall be sent to each Director. Notice to Directors in Myanmar shall be given by registered post or by hand and notice to Directors abroad shall be sent by a registered airmail (return receipt required) or by facsimile with confirmed answer back. Notice to Directors residing outside Myanmar shall be confirmed on the day of dispatch by facsimile. Such notice to any director may be waived by the Director and shall be deemed waived by his presence at the meeting without protest of lack of proper notice.

(2) The quorum of the Board of Directors' Meeting shall be at least 3 (three) Directors, either present in person or by proxy, and must include at least 1 (one) UREC EI -appointed Director and 1 (one) DEPP-appointed Director. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved; in which case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the Directors present shall be a quorum.

(3) Unless otherwise provided by the Joint Venture Agreement, the Act, or in these Articles, all resolutions of the Board of Directors shall require the affirmative vote of a majority of all Directors present in person or by proxy at a meeting.

(4) The Board of Directors may adopt a resolution without holding a meeting if all Directors approve the action by placing their signatures on the original copy of the resolution. Any such resolution shall be binding on the Company only after all of the Directors have signed the resolution. The duly signed resolution shall be delivered to the Chairman and placed in the Minutes Book of the Company.

67. A Director shall be entitled to appoint in writing any person to act as his proxy. The person so appointed shall, in the absence of the Director appointing him, be entitled to attend and vote at any meeting of the Board of Directors. The instrument appointing the proxy shall specify the meeting or meetings or the period for which the appointment is effective. In the event the person so appointed is himself a Director or if the proxy holder not being a Director receives more than one appointment, he shall be entitled to cast as many votes as appointments he holds, in addition to his personal vote if he is a Director.

68. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act.

69. All acts bona fide done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the

appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

70. Minutes of meetings of the Board of Directors shall be kept in the English language.

71. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointment of offices made by the Directors, of the proceedings of all meetings of Directors and Committees of Directors, and of the attendances thereat and of the committees of Directors and all business transacted, resolutions passed and orders made at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting of the Company or Directors or Committee as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

SEAL

72. The Board of Directors shall provide for the establishment of a Seal of the Company, and the Seal shall never be used except by the authority of the Directors as set forth in these Articles, the Memorandum of Association and the law of Myanmar.

DIVIDENDS AND RESERVE

73. No dividend may be declared unless pursuant to a unanimous decision of the Board of Directors or by a resolution adopted in a general meeting of the Shareholders.

74. The Board of Directors may from time to time recommend payment of dividends to the Shareholders as appear to the Board of Directors to be justified by the profits of the Company.

75. The Board of Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Board of Directors, be applicable for meeting contingencies, or any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.

76. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividends payable on the share.

77. Declaration of dividend shall be given by written notice to each Shareholder registered as such in the register of shareholders.

78. No dividend shall bear interest against the Company.

79. The Directors may deduct from any dividend or other moneys payable in respect of any share held by a Shareholder, either alone or jointly with any other Shareholder, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.

80. A transfer of a share shall not pass the right to any dividend declared in respect thereof before the transfer has been registered.

ACCOUNTS

81. The Board of Directors shall cause to be kept at the registered office of the Company, proper accounts of the assets and liabilities of the Company and all other accounts which by law or business practice should be kept by the Company, and such accounts (which shall be kept with English language) shall be audited

periodically by a qualified auditor appointed by the Shareholders.

82. The Board of Directors shall cause the books and records of the Company to be audited annually in accordance with the Law of the Union of Myanmar and Generally Accepted Accounting Principles as applied in Myanmar.

83. The Auditor(s) of the Company shall be appointed by the Board of Directors in accordance with Section 145A of the Myanmar Companies Act (or any successor legislation thereto) and the duties and responsibilities of the Auditor(s) shall be as specified under the Laws of the Union of Myanmar.

84. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by a resolution of the Company in general meeting.

85. The Directors shall, as required by Sections 131 and 131A of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.

86. The profit and loss accounts shall, in addition to the matters referred to in Sub-sections (3) of Section 133 of the Act, show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure, which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such items shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

87. A balance sheet shall be made out in every year and laid before the Company in general meeting of the Shareholders made up to a date not more than 6 (six) months before such meeting. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of a dividend (if any) and the amount (if any) which they propose to carry to a reserve fund.

88. A copy of the balance sheet and report shall, seven days before the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given herein.

89. The Directors shall in all respects comply with the provisions of Section 130 to 133 and 135 of the Act or any statutory modification thereof for the time being in force.

WINDING UP

If the Company shall be wound up, the assets of the Company shall be applied in repayment of any holders of shares, including the shares paid up at the commencement of the winding up.

We, the following persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares Taken	Signatures
1.	DEPARTMENT OF ELECTRIC POWER PLANNING represented by: [ ] Director General Office No.27, Nay Pyi Taw The Union of Myanmar	Myanmar	Ordinary 300 [3%]	
2.	UREC ENERGY INTERNATIONAL LIMITED represented by: [*Insert*] UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong	HongKong	Ordinary 9700 [97%]	

Yangon. Dated the day of 2015

It is hereby certified that the persons mentioned above put their signatures in my presence.

CONCESSION RIGHTS

ANNEX (3)

CONCESSION RIGHTS

THESE CONCESSION RIGHTS (hereinafter referred to as the "Concession Rights") are issued and granted by the Government of the Republic of the Union of Myanmar (hereinafter referred to as the GOM) to U-Energy Thaketa Power Company Limited (hereinafter to as the "Project Company"), a company incorporated under the Laws of Myanmar with its registered office at ___________, Thaketa, Yangon, the Republic of the Union of Myanmar, as of this [ ] day of [ ], 2015, for the Project Term.

WHEREAS:

A. The GOM is the sole owner of all natural resources within her territory and has the right to discover, extract, exploit and utilize all the natural resources within the territories of the Republic of the Union of Myanmar for the benefit of the people of the Republic of the Union of Myanmar;

B. UREC Energy International Limited (hereinafter referred to as the "UREC EI"), a private-owned power generation and power investment enterprise incorporated and existing under the laws of Hong Kong Special Administrative Region of the People's Republic of China, which is owned and represented for power investment by Union Resources & Engineering Co., LTD. (hereinafter referred to as the "UREC"). And the UREC has outstanding experiences and achievements in the development, construction and operation in power project in the Republic of the Union of Myanmar, such as Paunglaung, Upper Paunglaung and Shweli (I) hydropower project.

C. The Department of Electric Power Planning under the Ministry of Electric Power of the Republic of the Union of Myanmar (hereinafter referred to as the "DEPP") and UREC Energy International Limited (hereinafter referred to as the "UREC EI") entered into a Memorandum of Agreement for the Build, Operation and Transfer of 489 MW Combined Cycle Power Plant in Yangon (Thaketa) on the 14th day of November, 2014 (hereinafter referred to as the "MOA"), specifying the basic principles for the build, operation and transfer of 489 MW combined cycle power plant in Yangon (Thaketa) (hereinafter referred to as the Project).

D. For the purposes mentioned above, the DEPP has entered into a Joint Venture Agreement for the Build, Operation and Transfer of the Project (hereinafter referred to as the "JV Agreement" with UREC EI on day of , 2015.

NOW THEREFORE, in furtherance of the development, financing, ownership, construction, operation and maintenance of the Project as contemplated by the JV Agreement, the GOM hereby grants and issues to the Project Company the following exclusive rights, Permits, covenants, warranties, privileges and protections:

1. Interpretation

For purposes of these Concession Rights, unless otherwise expressly defined herein, defined terms (those terms the first letters of which are capitalized herein) shall have the same meaning as set forth in the JV Agreement.

2. Grant of Rights and Privileges

2.1. The GOM hereby grants to the Project Company (including its shareholders if necessary) in accordance with the MOA the exclusive right to build, operation and transfer of the Project in Yangon (Thaketa), the Concession Period of which is 30 years starting from the Commercial Operation Date of first unit of each phase thereof, including granting for use in connection with the Project (i) the exclusive right and license to undertake and engage in the Project Management for the Project Term and (ii) exclusive easements or rights of way or other appropriate rights with respect to the Sites for the Project Term, which rights, licenses, easements and other rights include:

a) The right to hold and dispose of the profits of the Project Company

b) The right to register, operate and maintain the Project Company;

c) The right to Plan, develop, survey, design, invest, construct, supervise, own, operate, maintain, and manage all Project Facilities; Except the operation and maintenance of Natural gas Pipeline and Transmission Facilities of which only the equipment and materials will be supplied by Project Company;

d) The right to obtain, maintain and renew the licenses, consents, approvals and authorization necessary for the performance and operation of the Project;

e) The right to enter upon and possess of the Project potential Sites directly related to the Project for the purpose of implementing the Project including in relation to the ancillary facilities, and, carry out surveys and other investigations, to make any necessary or appropriate excavations or carry out any necessary or appropriate preliminary works and commence construction of the Project on, over or under the potential Sites;

And also, the right to use the land of the Project Site, including any buildings or attachments upon the land, and the right to keep using the land during the Project Term, as is set out on the Land Leasing Agreement.

f) Sell all electric generated under the Project to MOEP as stated in the JV Agreement, and the tariff is USD33.9/MWhr which is calculated based on the fuel gas supplied from MEPE with no cost;

g) The right to possess, use and procure benefits from the Project, including the right to Purchase the Natural Gas with sufficient, reliable quality, long-term and stable supply from Myanmar enterprises in order to maintain and operate the Project in design scheme;

h) The right to use the water underground and the water in the River(s) close to the Station Site;

i) In accordance with the Foreign Investment Law and the procedures there under, the right to procure, import into the Republic of the Union of Myanmar and re-export from the Republic of the Union of Myanmar such Materials and Equipment as the Project Company or such Contractors may deem necessary or appropriate in connection with or in furtherance of Project Management and on such terms and conditions and through the suppliers of same as the Project Company or such Contractors may deem necessary or appropriate, and, transport into and from the Site equipment and machinery and materials as necessary.

j) According to the rules and regulation allowed by the Authorities Concern, the right to use of the road ways, highways and access routes to gain ingress to and egress from all sites including those of Ancillary Facilities, as the Project Company may find necessary or appropriate to permit or facilitate the exercise of any of the other rights granted hereunder.

k) The right and authority throughout the Project Term to receive, disburse, hold, effect payments, distributions and dividends and to otherwise transact business in and with Foreign Currency both within and outside the Republic of the Union of Myanmar. In respect of other matters of foreign currency arising in any way out of or in connection with the development, ownership, financing, operation and maintenance of the Project or the JV Agreement, the Project Company shall (i) have the right to open and maintain bank accounts outside of the Republic of the Union of Myanmar without restriction and to freely receive abroad, remit abroad, retain abroad and use without restriction the entirety of funds in foreign currencies which are received by the Project Company from the export and local sales of electricity generated from the Project or which are in any way the result of or received in connection with the development of the Project and/or Project Management; (ii) be entitled to pay outside of the Republic of the Union of Myanmar its foreign and/or foreign controlled Contractors, sub-contractors and foreign employees in foreign currencies, and such Contractors, sub-contractors and foreign employees shall be entitled to receive and retain such foreign currencies abroad; and (iii) be entitled to receive treatment no less favorable than that accorded to any other foreign company carrying on any business or operations in the Republic of the Union of Myanmar; provided further, that the foregoing rights and authorities shall apply to the foreign employees, foreign contractors and foreign-controlled contractors, sub-contractors and foreign employees of Contractors;.

l) Auxiliary facilities in relation to the Project, including necessary communication facilities, construction camp facilities such as project access road, metal structure workshop, fabrication shop, warehouses, camp water supply and medical facilities made in accordance with the existing laws.

m) the right to enjoy the exemptions and the maximum relief from Taxes as permitted pursuant to Section 21 of the Republic of the Union of Myanmar Foreign Investment Law, Law No. 10/88, including:

i) relief from income taxes on the profits of the Project and Project Management for a tax holiday period extending Five full years (a period of Sixty consecutive months) from the Commercial Operation of the Project; and

ii) the commercial tax is calculated on the basis of net income;

iii) tax and duties exemption of import equipment and materials which is necessary for construct, operate and maintenance of Project facilities;

iv) other tax exemption or relief is enjoyable by the Project Company according to the Regulation and Laws, including updated or reformed from time to time, for the Republic of the Republic of the Union of Myanmar.

n) subject to the Laws and Regulations, the right to clear away, remove, take and/or use those from the Sites, including the Ancillary Facilities, such as tree (for construction purposes), soil, stone, sand, water and other products and materials (other than minerals as defined in the Mines Law) as are necessary for, or are to be used in Project Management.

o) the right for the Project Company and its Contractors to procure the performance of such work or services in connection with or in furtherance of Project Management as the Project Company or such Contractors may deem necessary or appropriate and on such terms and conditions and from or through the suppliers of such work or services as the Project Company or such Contractors may deem necessary or appropriate.

p) the right, to be exercisable by the Project Company or any Contractors, to employ (and to define the terms and conditions therefore) such Persons (whether foreign workers or nationals of the Republic of the Union of Myanmar) in connection with or in furtherance of Project Management as the Project Company and/or such Contractors may deem necessary or appropriate, provided that any such employment of such Persons for service within the Republic of the Union of Myanmar, including the terms and conditions of such employment, shall be subject to Laws and Regulations.

q) the right to install and operate for the use of the Project Company and, to the extent the Project Company deems appropriate, for the use of Contractors and its and their employees and agents, as it considers necessary or appropriate to assist in Project Management in accordance with Laws and Regulations.

r) The right and authority throughout the Project Term to receive, disburse, hold, effect payments, distributions and dividends and to otherwise transact business in and with Foreign Currency both within and outside the Republic of the Union of Myanmar. In respect of other matters of foreign currency arising in any way out of or in connection with the development, ownership, financing,

operation and maintenance of the Project or the JV Agreement, the Project Company shall (i) have the right to open and maintain bank accounts outside of the Republic of the Union of Myanmar without restriction and to freely receive abroad, remit abroad, retain abroad and use without restriction the entirety of funds in foreign currencies which are received by the Project Company from the export and local sales of electricity generated from the Project or which are in any way the result of or received in connection with the development of the Project and/or Project Management; (ii) be entitled to pay outside of the Republic of the Union of Myanmar its foreign and/or foreign controlled Contractors, sub-contractors and foreign employees in foreign currencies, and such Contractors, sub-contractors and foreign employees shall be entitled to receive and retain such foreign currencies abroad; and (iii) be entitled to receive treatment no less favorable than that accorded to any other foreign company carrying on any business or operations in the Republic of the Union of Myanmar; provided further, that the foregoing rights and authorities shall apply to the foreign employees, foreign contractors and foreign-controlled contractors, sub-contractors and foreign employees of Contractors;

2.2. As set forth in Clause 6.1 of the JV Agreement, the Project Company is hereby relieved of any and all obligations to pay any separate rent, royalty or other compensation (other than Taxes in accordance with Clause 15 of the JV Agreement) of any kind to the GOM or any other Person with respect to the JV Agreement, Project Management, the rights, warranties, covenants and Permits and issued to the Project Company herein, the entire compensation for which shall be the royalty payments to the GOM pursuant to Clause 6.1 of the JV Agreement (except such payments or distributions as may from time to time be payable to DEPP as a Shareholder pursuant to the JV Agreement).

2.3. The Project Company is hereby relieved of any and all obligations regarding the management of the social and environmental impacts caused by the Project and Project Management other than as specifically set forth in Clause 13.3 of the JV Agreement.

3. Warranties and Covenants

3.1. The GOM herein warrants: the Supplier of Natural Gas shall keep the Project receive constant natural gas supply, and shall deliver the natural gas supply in fully quantity and excellent quality during everyday and throughout the Project Term.

3.2. The rights, Permits, covenants, warranties, privileges or protections granted and issued to the Project Company by the GOM pursuant to these Concession Rights have been granted and issued in accordance with, and are and will be valid and fully effective and enforceable under all Laws and Regulations as in effect on the date hereof. No action will be taken or permitted by any governmental agency, authority and instrumentality of the GOM that would eliminate, impair or reduce the effects of any such rights, Permits, covenants, warranties, privileges or protections or which would materially adversely affect Project Management, the Project, the Project Company or the Shareholders, provided that the Project Company shall abide by Laws and Regulations in the Republic of the Union of Myanmar.

3.3. The GOM and the other governmental agencies, authorities and instrumentalities of the GOM will provide the Project Company with all assistance the Project Company may require to develop the Project.

3.4. With respect to the rights, Permits, covenants, warranties, privileges or protections afforded to the Project Company by these Concession Rights, the Project Company shall be entitled to receive treatment no less favorable than that accorded to any other electricity production or construction company carrying on business or operations in the Republic of the Union of Myanmar, and the GOM shall revise these Concession Rights as required to ensure the foregoing covenant is satisfied.

3.5. In the event that any Laws or Regulations are passed or standards or practices are imposed, such Laws and Regulations, standards and practices shall not affect, derogate or diminish in any way the rights, Permits, covenants, warranties, privileges or protections afforded to the Project Company by the JV Agreement and these Concession Rights.

4. Revision of Concession Rights

With respect to the GOM regarding these Concession Rights, Clause 25(a) of the JV Agreement is incorporated herein in its entirety.

5. Waiver and Immunity

Clauses 24 and 32 of the JV Agreement with respect to the GOM regarding these Concession Rights are incorporated herein in its entirety.

6. Term

These Concession Rights shall become immediately effective upon issuance and shall continue in effect until the earlier to occur of (i) termination or expiration of the JV Agreement, and (ii) the expiration of the Project Term.

The foregoing rights, Permits, covenants, warranties, privileges or protections are hereby granted and issued by the GOM to the Project Company as of the date appearing at the beginning of these Concession Rights.

FOR: THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

BY: ______________________________

UNION ATTORNEY GENERAL'S OFFICE

LEGAL OPINION

ANNEX (4)

LEGAL OPINION

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

THE ATTORNEY GENERAL'S OFFICE

Nay Pyi Taw

Letter No: [insert]

Date: [insert]

Legal Opinion

To

UREC Energy International Limited

1. This Legal Opinion is issued in respect of the following documents:

   (a) The Joint Venture Agreement between the Department of Electric Power, under the Ministry of Electric Power of the Government of the Republic of the Union of Myanmar ("DEP") and the UREC Energy International Limited ("UREC EI") for the Build, Operation and Transfer of 500MW Combined Cycle Power Plant in Yangon (Thaketa), dated [specify] (the "JV Agreement"); and

   (b) The Concession Rights to be issued by the Ministry of Electric Power of the Republic of the Union of Myanmar substantially in the form set forth in Annex (3) of the JV Agreement (the "Concession Rights")

2. For the purpose of this Legal Opinion, I have reviewed and examined the following documents:

   (a) the JV Agreement and the annexes thereto;

   (b) Annex (3) the Concession Rights;

   (c) [insert any other relevant documentation]; and

   (d) such laws, ordinances, rules, regulations, procedures, directives, notifications and other legislation of the Republic of the Union of Myanmar as are relevant for the purposes of giving this legal opinion.

3. Based upon my consideration and review of each of the aforementioned documents and the meaning of them, and in the name of the the Union Attorney General's Office of the Republic of the Union of Myanmar, I hereby express my opinion and confirm the following:

   (a) the JV Agreement has been properly signed, sealed and delivered by a duly authorized representatives of DHPI and UREC EI;

(b) the JV Agreement has been approved by all relevant Governmental Authorities of the Republic of the Union of Myanmar;

(c) once this opinion letter is issued by the Director General of the the Union Attorney General's Office of the Union of Myanmar, the JV Agreement will be effective, valid and enforceable under the laws of the Republic of the Union of Myanmar, and

(d) once approved by the Government of the Republic of the Union of Myanmar and issued by the Ministry of Electric Power in substantially the form set forth in Annex (3) to the JV Agreement, the Concession Rights and the authorities of the Ministry set forth therein and exercised thereby will be respectively effective and valid and the Concession Rights will be enforceable under the laws of the Republic of the Union of Myanmar.

4. This Legal Opinion is confined to and given on the basis of the laws of the Republic of the Union of Myanmar in force as at the date hereof. I have not investigated and do not express or imply any opinion on the laws of any other jurisdiction and I have assumed that no other such law would affect any opinion stated herein. This Legal Opinion is being issued for the benefit of the parties identified in paragraph (1) herein and this opinion is not to be relied upon by any other person.

I, the undersigned, have hereinto set my hand on this opinion on this -----------day of --------, 20-----.

Yours faithfully,

(Signature) ________________________________

(Name) ______KYAW SAN_______________

(Designation) ______Director General____________

3rd June 2015

To:
Union Minister
Ministry of Electric Power
Office Building No. 27, Nay Pyi Taw, Myanmar.

Subject: **Request to assist in obtaining Investment Permit from the Myanmar Investment Commission for carrying out generation of electric power from gas turbine for Phase I in the Republic of the Union of Myanmar according to Foreign Investment Law**

Dear Sirs,

We have the honor to submit the proposal to set up foreign joint venture company under the name of **U Energy Thaketa Power Company Limited** in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out generation of electric power from gas turbine for Phase I at Thaketa Township, Yangon Region, Republic of the Union of Myanmar.

With full confidence that our investment in the Republic of the Union of Myanmar will benefit the people of the Republic of the Union of Myanmar and the nation, we submit the following supporting documents along with the Investment Proposal:

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft of Power Purchase Agreement (PPA);
3. Draft of Joint Venture Agreement;
4. Draft of Lease Agreement for leasing land at Thaketa Township, Yangon Region, the Republic of the Union of Myanmar;
5. References of Business and Financial Standing;
6. Draft of Memorandum of Association and Articles of Association;
7. Draft of Concession Rights;
8. Financial Model.

We would like to request you to kindly assist us in obtaining the Investment Permit from Myanmar Investment Commission, by forwarding this application with your covering letter.

Thank you for your kind assistance and co-operation.

Yours truly,

Mr. Guan Yukun

Promoter of the Proposal

__U ENERGY THAKETA POWER Company Limited

List of Annual Requirement of Raw Material

Expressed in US$

Sr. No.	Items	Specifications	A/C unit	U.P	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt
1	materials & parts for thermal Machanical	each type	lot		1	(1355.94)	1	(1,348)	1	(1,344)	1	(1,340)	1	(1,337)	1	(1,335)	1	(1,295)	1	(1,355)	1	(1,340)	1	(1,336)
2	materials & parts for Electric	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
3	materials & parts for Instrument & Control system	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
4	materials & parts for water supply and fire fighting	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
5	materials & parts for Chemical water	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
6	materials & parts for Heating, Ventilating and Air	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
7	materials & parts for communication system	each type	lot		1	(96.85)	1	(96)	1	(96)	1	(96)	1	(96)	1	(95)	1	(92)	1	(97)	1	(96)	1	(95)
						(1937.05)		($1,926)		($1,919)		($1,914)		($1,910)		($1,907)		($1,850)		($1,936)		($1,914)		($1,909)

Sr. No.	Items	Specifications	A/C unit	U.P	Year 11		Year 12		Year 13		Year 14		Year 15		Year16		Year 17		Year 18		Year 19		Year 20	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt
1	materials & parts for thermal Machanical	each type	lot		1	(1333.88)	1	(1,332)	1	(1,330)	1	(1,291)	1	(1,353)	1	(1,337)	1	(1,334)	1	(1,331)	1	(1,329)	1	(1,291)
2	materials & parts for Electric	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
3	materials & parts for Instrument & Control system	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
4	materials & parts for water supply and fire fighting	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
5	materials & parts for Chemical water	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
6	materials & parts for Heating, Ventilating and Air	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
7	materials & parts for communication system	each type	lot		1	(95.28)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)
						(1905.54)		($1,902)		($1,899)		($1,845)		($1,933)		($1,910)		($1,906)		($1,902)		($1,899)		($1,844)

Sr. No.	Items	Specifications	A/C unit	U.P	Year 21		Year 22		Year 23		Year 24		Year 25		Year 26		Year 27		Year 28		Year 29		Year 30	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt
1	materials & parts for thermal Machanical	each type	lot		1	(1352.49)	1	(1,339)	1	(1,335)	1	(1,332)	1	(1,330)	1	(1,328)	1	(1,289)	1	(1,352)	1	(1,336)	1	(1,333)
2	materials & parts for Electric	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
3	materials & parts for Instrument & Control system	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
4	materials & parts for water supply and fire fighting	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
5	materials & parts for Chemical water	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
6	materials & parts for Heating, Ventilating and Air	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
7	materials & parts for communication system	each type	lot		1	(96.61)	1	(96)	1	(95)	1	(95)	1	(95)	1	(95)	1	(92)	1	(97)	1	(95)	1	(95)
						(1932.13)		($1,912)		($1,907)		($1,903)		($1,900)		($1,897)		($1,842)		($1,932)		($1,908)		($1,905)

Note: You need to mention the annual requirement of raw material.

…U ENERGY THAKETA POWER…Company Limited

Annual Fuel/Electricity/Water Requirement

Expressed in US$ Unit:1000USD

Item	Specification	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		…….	Year 30	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	…….	Qty	Amount
Fuel	for free	-	-	-	-	-	-	-	-	-	-	…….	-	-
		-	-	-	-	-	-	-	-	-	-	…….	-	-
Electricity	for free	-	-	-	-	-	-	-	-	-	-	…….	-	-
Water		m^3	0.1	1800	180	1800	180	1800	180	1800	180	…….	1800	180

_U Energy Thaketa Power_____ Company Limited

Building Materials To Be Imported As Capital In Kind

Expressed in US$

Sr. No.	Item	Specification	A/C unit	U.P	Qty	Amount
	None	None	None	None	None	None
	None	None	None	None	None	None
	None	None	None	None	None	None
	None	None	None	None	None	None
	None	None	None	None	None	None
	None	None	None	None	None	None
	None	None	None	None	None	None

Remark:we only plan to use building materials in Yangon Local.

ANNEX (1)

UNDER THE MYANMAR COMPANIES ACT, 1914
AND
THE SPECIAL COMPANY ACT, 1950
PRIVATE JOINT VENTURE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
THE U-ENERGY THAKETA POWER COMPANY, LTD.

1. The name of the Joint Venture Company is the "U-ENERGY THAKETA POWER Company, Ltd."

2. The registered office of the Joint Venture Company will be situated in Thaketa, Yangon, the Republic of the Union of Myanmar.

3. The Joint Venture Company, hereinafter known as the "Company", is to be formed under the Special Company Act 1950 and Myanmar Companies Act 1914 as a "Special Company" in which the Department of Electric Power Planning, under the Ministry of Power (hereinafter referred to as "DEPP"), will have a share capital of 3% (three percent) and the UREC Energy International Limited (hereinafter referred to as "UREC EI") will have a share capital of 97% (ninety-seven percent). The Company formed under the Special Company Act 1950 shall not be deemed a "Foreign Company" under the Myanmar Companies Act.

4. All the provisions of the Special Company Act 1950 shall apply to this Company and also all other provisions of the Myanmar Companies Act not specifically or implication or intention repealed or excluded by the Memorandum of Association and Articles of Association of the Company shall apply.

5. The Company shall be registered as a private company of limited liability under the Special Company Act 1950 and the Myanmar Companies Act. The Company shall also apply and obtain a "Permit" under the Union of Myanmar Foreign Investment Law.

6. The objects for which the Company is established are those set out in the sub-clauses (i) to (xx) both inclusive of these sub-clauses:

   (i) to build and operate a 489 MW Combined Cycle Natural-Gas Generating Power Plant in Yangon (Thaketa) (the terms herein have the meanings ascribed in the JV Agreement);

   (ii) to lease land for the purpose to construct and operate the Natural Gas Generating Power Plant according to the two Agreement: the JV Agreement and the Power Purchase Agreement.

   (iii) to survey, produce, buy, sell, develop, procure, enter into an agreement, convert, plan, build, examine, analyse, design, install, obtain, transmit, maintain, develop, collect, reserve, bid, hire for construction, repair, import, export and engage in any other operations relating to the operation and maintenance of the Natural Gas Generating Power Plant, electrical energy and other related works supporting such business;

   (iv) to buy, treat, import, or otherwise obtain Natural Gas and/or other fuels and/or fuel residual used for the business operation as referred to in (ii);

   (v) to retain and train staff with respect to the management and maintenance of the natural gas fired generating power plant, power generating and distributing systems, power generating units, transmission lines and equipment used in such power plants;

(vi) to construct a power plant, warehouse, laboratory and any other kinds of buildings and structures relating to the operation of business referred to in (i)-(iv), and to store, sell, retail and export materials and products manufactured by the Company, including import, buy, manufacture, rent, lease, or acquire by other means the machinery, equipment, building, raw materials and materials necessary to the business operation;

(vii) to import, buy, rent, hire-purchase or acquire by any means the machinery, equipment, buildings and structures, spare parts and other raw materials used for the business of the Company;

(viii) to carry on all or any of the business which may seem capable to the Company to be conveniently carried out in connection with any of the above business objectives;

(ix) to import, export, purchase, sell, lease and rent of any goods, supplies, raw materials, packaging materials, machinery, equipment, spare parts, and articles necessary for the business of the Company;

(x) to establish branch businesses or agencies at the Project site, in Yangon and/or in Nay Pyi Taw and to regulate, carry on or discontinue the same;

(xi) to make, accept, endorse, execute, negotiate and deal with promissory notes, bills of exchange and other negotiable instruments;

(xii) to enter into agreements for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any other company, firm or person carrying on or possessed of property suitable for the purposes of this Company;

(xiii) to lease, exchange or hire any real or personal property and any rights or privileges which may be necessary or convenient for the purposes of the Company's business;

(xiv) to build, construct, erect, install, maintain, alter, upgrade, enlarge, demolish, remove or replace any buildings, works, structures, factories, plants, mills, machinery and equipment at any time when it is necessary or convenient for the business of the Company, or to join with any person, firm or company in doing any of the things aforesaid;

(xv) to borrow or raise money on such terms and conditions as the Company shall think fit, and if thought fit, to secure the payment of such moneys or any other money at any time owing by the Company by executing or issuing mortgages, charges or liens upon any of the Company's assets and all or any of the uncalled capital for the time being of the Company to the lenders and to receive money on deposit at interest;

(xvi) to publicize and promote the products of the Company by any means and media as may seem expedient including, in particular, advertisement, press, circulars, display and exhibition of works of art or interest, publications, books, booklets, periodicals, prizes, rewards and donations or any other means the Company shall think fit;

(xvii) to distribute the annual dividends to the shareholders.

(xviii) to invest and deal with the moneys of the Company not immediately required for the purpose of its business in such manner as may from time to time be considered expedient and to dispose of or vary any such investments of securities;

(xix) to enter into any arrangement with any government or other authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authorities all rights, concessions and privileges which may seem conductive to the Company's objects or any of them, and to obtain or endeavour to obtain any legislative enactment for the purpose of carrying out, extending or varying the objects and powers of the Company, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;

(xx) to distribute among the members in specie any property of the Company pursuant to the relevant rules and regulations;

(xxi) to carry on any other trade or business or to do any other act or things whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others;

(xxii) to do all such other things as may be deemed incidental or conductive to the attainment of the above business objectives and the business objectives set forth in the Joint Venture Agreement executed by UREC EI and DEPP on day of 2015. [specify date].

It is hereby declared that:-

(1) where the context so admits the word "company" in this clause shall be deemed to include any statutory, municipal or public body or any body corporate or incorporated association, including a partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Myanmar Companies Act and whether registered or domiciled in the Union of Myanmar or elsewhere; and

(2) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraph) by reference to or inference for the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs

(3) As a separate and distinct company in the event of any ambiguity this clause shall be construed and understood in such a way as to widen and not to restrict the legal capacity or power of the Company.

7. The Liability of the shareholders is limited to the amount which has not been paid in or which such shareholders are obligated to pay in, in respect of the shares held by them.

8. Capital

(a) The share capital of the Company shall be denominated in US Dollars. The final Authorized Share Capital of the Company shall be US$ 200,000.00 (two hundred thousand US Dollars only) which shall be divided into 10,000.00 (ten thousand Shares only). The par value of each share shall be US$20.00 (twenty Dollars). UREC EI's Authorized Shares of 100% (a hundred percent) shall be subscribed within 45 (forty-five) days after JV Agreement comes into effect.

(b) The Authorized Shares shall be subscribed by DEPP and UREC EI, and 100% (a hundred percent) of which shall be subscribed by UREC EI. 3% (three percent) of the Authorized Shares subscribed by UREC EI shall be allotted to DEPP as the royalty payment according to Clause 6.1(b) of the Joint Venture Agreement. The value and percentage of Shares allocated to each party respectively are as follows:

Party	Proportion of Subscription	No. of Shares	Value (USD)	Percentage of Shares
UREC EI	**100%**	**9,700**	**200,000**	**97%**
DEPP	**0%**	**300**	**0**	**3%**
Total	**100%**	**10,000**	**200,000**	**100%**

9. The Company shall have power from time to time to increase or reduce the share capital as and when the

shareholders decide in accordance with the Articles of Association of the Company. Upon any increase of capital, new shares, may be issued with any preferential, deferred or qualified with special rights, privileges or conditions provided always that the rights attached to the shares having preferential, deferred or qualified with special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the Articles of Association of the Company but not otherwise.

We, the following persons whose names, nationalities, addresses and descriptions are subscribed below are desirous of being formed into a private joint-venture company pursuant to this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective name.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality& N.R.C No.	Number of shares taken	Signatures
1.	DEPARTMENT OF ELECTRIC POWER PLANNING represented by: [ ] Director General Office No.27, Nay Pyi Taw The Republic of the Union of Myanmar	Myanmar	Ordinary 300 [3%]	
2.	UREC ENERGY INTERNATIONAL LIMITED represented by: [*Insert*] UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong	Hong Kong	Ordinary 9700 [97%]	

Nay Pyi Taw Dated the day of 2015

It is hereby certified that the persons mentioned above put their signatures in my presence.

ANNEX (2)

THE SPECIAL COMPANY ACT, 1950
PRIVATE JOINT VENTURE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF THE
U-ENERGY THAGETA COMPANY, LTD.

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INTERPRETATION

1. In these Articles, unless otherwise defined herein, the words and expressions defined in the Special Company Act, 1950, and the Myanmar Company Act, or any statutory modification or amendment thereof for the time being in force (hereinafter collectively referred to as "Act"), shall have the same meaning when used herein and words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include bodies corporate.

WORDS	**MEANINGS**
"Auditors "	means such firm of independent accountants of recognized standing as may be appointed as the JV Company's auditors in accordance with the provisions of this Joint Venture Agreement;
"Board" or "Board of Directors"	means the board of directors of the Company.
"Company"	as used in these Articles of Association means U-ENERGY THAGETA Company Limited, a private limited liability company established pursuant to the Joint Venture Agreement.
"Director" or "Directors"	Shall mean the directors of the Company for the time being as duly appointed in accordance with the Joint Venture Agreement and these Articles of Association.
"Joint Venture Agreement"	means the Agreement dated [*] 2015 between the Department of Electric Power, under the Ministry of Electric Power of the Government of the Republic of the Union of Myanmar ("DEP") and UREC Energy International Limited ("UREC EI").
"Ordinary Share"	means any Share other than a Preference Share. All Shares issued by the Company are Ordinary Share.

"Share"	means any Ordinary Share and/or any Preference Share.
"Shareholder"	means any Person who is a holder of a share certificate of any class of Shares which were acquired in accordance with these Articles and the Joint Venture Agreement.

PRIVATE JOINT VENTURE COMPANY

2. The Company is a Private Company as defined in Sub-section (13) of Section 2 of the Myanmar Companies Act and accordingly the following provisions shall be in effect:`

   (1) the number of Shareholders for the time being of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty (50); provided that if two or more persons hold one or more shares in the Company jointly, they shall for the purpose of this Article be treated as a single Shareholder.
   (2) any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.
   (3) the right to transfer the shares of the Company shall be restricted in the manner hereinafter appearing.

3. The regulations contained in Table A (in the first schedule of the Myanmar Company Act) shall not apply to the Company except in so far as they are expressly incorporated or deemed to be incorporated herein.
   Compulsory regulations stipulated in Sub-section (2) of Section 17 of the Myanmar Company Act shall always apply to the Company. -
   These Articles shall be effective in so far as they have no prejudice to the provisions of the Special Company Act 1950 and over existing laws.
   These Articles are adopted pursuant to the Joint Venture Agreement. The Joint Venture Agreement shall be binding on the Company and its Shareholders as if the terms thereof are set out in these Articles. If there shall be any inconsistency between the Articles and the Joint Venture Agreement, the terms of the Joint Venture Agreement shall prevail.

4. The registered office of the Company shall be at such place in Myanmar as the Board of Directors shall from time to time determine.

SHARE CAPITAL AND SHARES

5. The shares of the Company shall be divided into 10,000 （Ten Thousand）Shares, the par value of each of which shall be US$ 20.00(Twenty US Dollars).

6. All shares shall be regarded as owned by the Shareholder whose name is recorded in the Company's Share Register. No bearer shares shall be issued by the Company. If a share is held by 2 (two) or more persons in common, they must appoint 1 (one) of them to exercise their rights as Shareholders. Subject to the Act, no shares may be issued by the Board of Directors without the prior approval of the Company in a general meeting of the Shareholders.

7.
   (1) Unless otherwise agreed in a general meeting of the Shareholders, all unused shares shall before issue be offered for subscription to the Shareholders in proportion as nearly as the circumstances will permit to the number of. Shares then held by them.
   (2) Any such offer as aforesaid shall be made by notice in writing specifying the number of shares and the price at which the same are offered and limiting the time (not being less than 28（twenty eight) days, unless the Shareholder to whom the offer is to be made otherwise agrees) within which the offer if not accepted in writing will be deemed to be declined.
   (3) Subject to Article 7 (1), Article 21 and to any special right attached to any shares for the time issued in the Company, any new shares may be issued upon such terms and conditions and with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of share capital, or otherwise, as the Company from time to time in a general meeting of the Shareholders by special resolution determine.

8. The amount payable on application for shares shall be at least 5 % (five percent) of the par value of the shares, and the Directors shall, as regards any allotment of shares, duly comply with such of the provisions of Sections 101 and 104 of the Myanmar Companies Act as may be applicable thereto.

9. Except to the extent allowed by Section 54A of the Myanmar Companies Act, no part of the funds of the Company shall be employed in the purchase of, or in loans upon the security of, the Company's shares.

TRANSFER AND TRANSMISSION OF SHARES

10. No Shareholder shall transfer, sell or otherwise deal in any way with all or any part of his shares except in accordance with the provisions of these Articles.

11.
   (1) Shares may be sold, transferred or pledged only following prior approval of the Board of Directors, which shall not be withheld in the case of the transfer made in accordance with this Article 11.
   (2) No Shareholder shall transfer, pledge or otherwise dispose of or encumber its shares in the Company otherwise than as set forth in this Article 11 or as otherwise agreed by the Shareholders.

(3) Any Shareholder wishing to transfer any of its shares in the share capital of the Company (the "**Offering Shareholder**") shall give a notice in writing (the "**Transfer Notice**") to the other Shareholder (the "**Offered Shareholder**"), who shall have a right to purchase these shares at a price and on the terms specified in the Transfer Notice. Such offer must identify shares being sold and must invite the Offered Shareholder to apply, within 30 (thirty) days from the date of receipt of the Transfer Notice, to purchase such shares.

(4) If the Offered Shareholder does not exercise the right to purchase those shares within the period as specified in Article 11(3), then the Offering Shareholder shall be entitled to sell the shares included in the Transfer Notice to a third party within 60 (sixty) days from the date of the Transfer Notice on terms and conditions no more favorable than those initially specified in the Transfer Notice; provided that, in the event of a sale by DEP, the third party shall not be a commercial competitor of UREC EI.

(5) In the event any Shareholder at anytime sells, assigns, or transfers any of its shares to a person not a party to the Joint Venture Agreement such Shareholder shall cause the purchaser acquiring such shares to furnish an undertaking both to the transferor and to the remaining Shareholders and the Company, under which the purchaser, assignee or transferee agrees to observe and be bound by all provisions of the Joint Venture Agreement and these Articles of Association.

(6) Notwithstanding the provisions of Article 11(3), UREC EI shall have the right to transfer without restriction any of its shares to any one of its affiliates.

12. A registered Shareholder shall be the only person recognized by the Company as having any title to the shares.

13. Any person becoming entitled to any share in consequence of the death or bankruptcy of any Shareholder shall, upon surrender of the share certificate when possible, and on proper evidence being produced, be registered as Shareholder, or may transfer such share to any other person by executing to such person an instrument of transfer, subject always to the provisions as to transfer contained in Article 11.

14. The instrument of transfer of any share shall be signed by both the transferor and the transferee whose signatures shall each be certified by at least 1 (one) witness. The transferor shall be deemed to remain the holder of such share until the transfer has been approved by the Board of Directors pursuant to Article 11 (1) and the name and address of the transferee is entered in the Share Register in respect of such share.

SHARE CERTIFICATE

15. If any share certificate is mutilated or obliterated, the Board of Directors shall, upon surrender thereof, order the cancellation of the share certificate and shall issue a new share certificate. In case of loss or destruction of s share certificate, if proper evidence is produced, the Board of Directors shall issue a new share certificate; the Board may first require the provision of a fee as it deems appropriate.

16. Apart from the provisions of these Articles, the Board of Directors may, by resolution,

impose any regulations in connection with the handling of shares, as it may deem fit, which are not inconsistent with these Articles.

LIEN AND FORFEITURE

17. The Company shall have a first and paramount lien and right to charge on every share (not being in a fully paid share) for all moneys (whether presently payable or payable at a fixed time in respect of that share), and the Company shall also have a lien on all shares (including fully paid shares) standing registered in the name of Shareholder for all moneys and debts presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The company's lien, if any, on a share shall extend to all dividends payable thereon.

18. For the purpose of enforcing such lien the Directors may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled.

19. The net proceeds of any such sale shall after payment of the costs of such sale or attempted sale be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and any residue shall (subject to a like lien for sums not presently payable, as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date immediately before the sale.

20.

(1) If any Shareholder fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installments remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest and expenses which may be accrued by reason of such non-payment.

(2) The notice shall name a further day (not earlier than the expiration of 14 (fourteen) days from the date of service of the notice) on or before which the payment required by the notice is to be made. It shall also name the place where the payment is to be made and shall state that, in the event of non-payment at or before time appointed, the shares in respect of which the call was made will be liable to be forfeited.

21. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

22. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that such dividends shall have been previously declared. The Directors may accept a surrender of any share liable to be forfeited hereunder.

23.

(1) A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

(2) The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed and be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in the reference to the forfeiture, sale or disposal of the share and after his name has been entered in the Register of Shareholders, the validity of the sale shall not be impeached by any person.

24. In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon the Shareholder or other person who, prior to such forfeiture or sale was entitled thereto, shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold.

25. A person whose shares have been forfeited shall cease to be a Shareholder in respect of the forfeited shares, but shall, notwithstanding such forfeiture, remain liable to pay to the Company all moneys which at the date of such forfeiture were payable by him to the Company in respect of shares with interest thereon at 5% (five percent) per annum (or such other rate as the Directors may approve) from the date of forfeiture or surrender until payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares and the Directors may waive payment of such interest either wholly or in part.

26. Notice of any forfeiture shall be given to the holder of the share forfeited or the person entitled by transmission to the share forfeited as the case may be. An entry of the forfeiture with the date thereof shall be made in the Register of Shareholders opposite to the share. The provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission to give such notice or to make such entry as aforesaid.

27. A duly verified declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

28. The provisions of these regulation as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CALL ON SHARE

29. The Board of Directors may from time to time make call upon the Shareholders in respect of any moneys unpaid on their shares or on any class of their shares, and each Shareholder shall (subject to receiving at least 14 (fourteen) days' written notice specifying the time or

times of payments) pay to the Company at the time or times so specified the amount called on his shares.

ALTERATION OF CAPITAL

30. Directors may, with the approval of the Company at general meeting, whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not, by an ordinary resolution increase the share capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts, as the resolution shall prescribe.
31. Subject to Article 19 above and any special rights for the time being attached to any existing class of shares, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting of the Shareholders resolving upon the creation thereof shall direct.
32. Subject to any direction to the contrary that may be given by the resolution of the Shareholders sanctioning the increase in share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares offered, and limiting a time (not being less than 28 (twenty eight) days, unless the Shareholder to whom the offer is made otherwise agrees) within which the offer, if not accepted, will be deemed to be declined, and subject to the other provisions of these Articles, after the expiration of that time, or on the receipt of confirmation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors be conveniently offered under this Article.
33. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

34. The Company may, by ordinary resolutions:

    (1) consolidate and divide its share capital into shares of larger amount than its existing shares;
    (2) by sub-division of its existing shares or any of them, divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless, to the provisions of paragraph (d) of sub-section (1) of Section 50 of the Myanmar Companies Act;
    (3) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

35. The Company may, by ordinary resolution, reduce its share capital and any capital redemption reserve fund in any manner, and with and subject to any incident authorized and consent required by law.

MODIFICATION OF CLASS RIGHTS

36. Subject to the provisions of the Act, all or any of the special rights or privileges attached to any class of shares in the capital of the Company for the time being may, at any time, before as well as during liquidation, be modified, varied, altered or abrogated, either with the consent in writing of the holders of all the issued shares of the class, or with the sanction of all the holders of shares of that class passed at a separate general meeting of the holders of shares of that class, and all the provisions contained in this Articles relating to the general meetings shall mutatis mutandis apply to every such meeting, but so that the quorum thereof shall be not less than 2 （two） persons personally present and holding or representing by proxy one quarter of the issued shares of the class, and that any holder of shares of the class, present in person or by proxy, shall on a poll be entitled to one vote for each share of the class held by him, and if at any adjourned meeting of such holders such quorum as aforesaid is not present, any two holders of shares of the class who are personally present shall be a quorum. The Directors shall comply with the provisions of the Act as to forwarding a copy of any such consent or resolution to the Register of Companies.

GENERAL MEETING

37. General meetings of the Shareholders of the Company shall be held at such place as the Board of Directors may decide and indicate in the notice for the meeting. English shall be the language used in the general meeting, including but not limited to, the notice, documents, voting, minutes and resolutions for the meeting, and it shall be the obligations of the Board of Directors to keep the minutes of meeting, results of voting, and the written documentation of the final resolutions.

NOTICE OF GENERAL MEETINGS

38.

(1) Subject to the provisions of the Act, a general meeting of Shareholders shall be held within 6 (six) months of the date of registration of the Company and a general meeting shall be held at least once in every subsequent 12 (twelve) month period. Such general meetings are called "Annual General Meetings", and all other general meetings are called "Extraordinary General Meetings". Subject to the foregoing, the Directors may summon general meetings by an affirmative vote of a simple majority of Directors whenever they think fit but not at unreasonable intervals.

(2) Written notice of any general meeting of the Shareholders, signed by any director or by

any person authorized by the Board of Directors, shall be sent to each Shareholder, at his last known address as shown in the Share Register of the Company, at least 14 (fourteen) clear days before the scheduled date of the Meeting. Notice to Shareholders in Myanmar shall be given by registered post and notice to Shareholders abroad shall be sent by a registered airmail (return receipt requested) or by facsimile with confirmed answer back. The notice shall specify the place, the day and the hour of the meeting, and the nature of the business to be transacted thereat. Any notice sent by mail in a letter properly addressed and posted is deemed to have been served at the time when such letter would have been delivered in the ordinary course of registered post. Notice sent to the Shareholders outside Myanmar shall be confirmed on the day of dispatch by fax.

39.

(1) Any notice of a meeting to consider special business shall specify the general nature of the business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

(2) The notice convening a meeting to consider a Special Resolution shall specify the intention to propose the resolution as a Special Resolution.

PROCEEDINGS AT GENERAL MEETING

40. A quorum of a general meeting of Shareholders shall require the presence of Shareholders and or their proxies representing not less than the majority of all shares issued.

41. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved; in which case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the Shareholders present shall be a quorum.

42. The Chairman for the time being of the Board of Directors shall preside as Chairman at every general meeting of the Company.

43. If there is no such chairman, or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Shareholders present shall choose one of their number to be Chairman.

44. Unless otherwise provided by the Joint Venture Agreement, the Act or in these Articles, all resolutions of the Shareholders shall be carried by simple majority of votes cast.

VOTES OF SHAREHOLDERS

45. At any general meeting a resolution put to the vote of the meeting shall be decided by a vote by ballot. Each Shareholder entitled to vote may vote in person or by proxy. Each Shareholder present in person or by proxy shall have 1 (one) vote for each share he holds.

46. In the case of joint registered holders of any share any one of such persons may vote and

be reckoned in a quorum at any meeting either personally or by proxy as if they were solely entitled thereto and if more than one of such joint holders be so present at any meeting that one of such person so present whose name stands first in the Register of Shareholders in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a Shareholder in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.

47. A Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction, may vote whether on a show of hands or on a poll by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

48. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A proxy need not be Shareholder of the Company.

49. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or a notarized and certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 (forty eight) hours' before the time for holding the meeting and in default the instrument of proxy shall not be treated as valid.

50. An instrument appointing a proxy may be in any form which the Directors shall approve.

51. No objection shall be raised as to the qualification of any voter or to the validity of any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

CORPORATIONS ACTING BY REPRESENTATIVES

52. Any corporation which is a Shareholder of the Company may by resolution of its Directors or other governing body authorize such person as it deems appropriate to act as its representative at any meeting of the Company or of any class of Shareholders of the Company. The person so authorized shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Shareholder of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorized is present thereat.

DIRECTORS

53. The Company shall be managed by the Board of Directors and the Managing Director.

54. The Board of Directors shall consist of 5 (Five) Directors, 4 (Four) of whom, including the Managing Director, shall be appointed upon the nomination of UREC EI and 1 (One) of whom shall be appointed upon the nomination of DEP.
55. The appointment of Directors shall take place by a general meeting of Shareholders. Any vacancy in the Board shall be filled with a person nominated by the Shareholder having the original right of nomination in accordance with this Articles.
56. The Company may from time to time by a special resolution of Shareholders in general meeting increase or reduce the maximum and the minimum number of Directors, but the minimum number of Directors shall not be less than two.
57. A Director may be removed at any time by the Shareholder who nominated him notwithstanding any provision of these Articles or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement.

58. The Directors shall keep Registers as required by Section 87 and such other provisions of the Act, and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a register of the Directors and to sending to the Registrar (as defined in the Act) an annual list of Shareholders, and a summary of particulars relating thereto and notice of any consolidation or increase of share capital and copies of special resolution and a copy of the register of Directors and notification of any changes therein.

59.
   (1) The remuneration of Directors shall from time to time be determined by the Company in general meeting.
   (2) Each Director shall in addition to any other remuneration be entitled to recoup all reasonable traveling, hotel and other expenses properly incurred by him for the purpose of attending meetings of the Directors or of any committee or any general meeting of the Company or otherwise in the course of the Company's business.

60. The office of a Director shall be vacated
   (1) if a receiving order is made against him or he makes any arrangement or composition with his creditors.
   (2) if he becomes of unsound mind.
   (3) if, without special leave of absence from the Board, he absents himself from 3 (three) consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of 3 (three) months, whichever is longer, and they pass a resolution that he has by reason of such absence vacated office.
   (4) if by notice in writing to the Company he resigns his office.
   (5) if he is prohibited from being a Director by virtue of any applicable law.
   (6) if he is removed from office pursuant to a resolution passed under the provision of these Articles or pursuant to Article 57 hereof.

61. Upon the removal, resignation, death or retirement of a director, or vacation of office by any

Director for any reason, his or her successor shall be appointed by written instrument by the same Shareholder that appointed the former Director. As to the appointment of a Director to fill any vacancy occurring in the Board of Directors otherwise than by rotation, the Director so appointed shall retain his office during such time only as the former Director was entitled to retain the same.

62. A Director is not required to own any share or to hold any office in the Company.

POWER AND DUTIES OF THE DIRECTORS

63.

(1) The following matters shall be determined by the Board of Directors and require the approval or consent of the Board of Directors and in the event that any of the matters shall not be resolved by the Board of Directors, the same shall be determined by the Shareholders in the general meeting:

(a) to appoint the Managing Director and accept his resignation;

(b) to review the performance and the accounts of the Company;

(c) to decide on dividend policy, borrowing and disposal of assets as proposed by the Managing Director;

(d) to approve contracts and investments with a monetary value in excess of US$ 1,500,000.00 (one million five hundred thousand US dollars);

(e) to approve any mortgage, pledge, charge, or encumbrance in respect of any part of the assets or legal property of contractual rights of the Company, or the decision to enter into any agreement to do so;

(f) to decide on investment proposals submitted by the Managing Director; and

(g) to commence or institute any litigation, arbitration, or other legal proceedings in any official or quasi-official forum, or commence or negotiate any compromise or settlement with respect of any claim by or against the Company.

(2) The Board shall manage the business of the Company in accordance with the law and the Company's Memorandum of Association and Articles of Association and shall have the authority to do all things therein provided or related thereto.

(3) The Managing Director shall have the authority to do the following acts and things for and on behalf of the Company:

(a) to manage on a daily basis, supervise and direct the business of the Company and, in this connection, to enter into transactions directly with any person or persons, natural or juristic, with respect to any matter in connection with the business of the Company;

(b) to engage, appoint, dismiss, remove or suspend, including in the course of disciplinary actions taken against employees who violate the rules and regulations of the Company, officers, clerks, agents, employees and servants which are permanent or temporary, as the Managing Director may deem appropriate, and to determine their titles, powers and duties and fix their remuneration;

(c) to stipulate working rules and regulations and establish salary policy, sign correspondence in the name of the Company, and execute all bonds, deeds, bills of lading, invoices, delivery orders and other instruments in respect of any goods, wares or merchandise, including all usual and customary mercantile transfers, contracts, agreements and undertakings in direct connect with the business of the Company;

(d) to do any and all other acts and things necessary for the proper and efficient conducting of the Company's business, or which may be incidental or ancillary thereto;

(e) to set down the marketing policy and fix the prices, product by product, customer by customer, and to take any decision justified by an emergency situation; and

(f) to exercise signature powers determined by the Board of Directors; PROVIDED that:

   (i) the Managing Director shall in any case have the signature powers sufficient to meet all recurrent monthly expenses.
   (ii) the Managing Director shall have full power and authority to enter into any contract or transactions involving a financial commitment of up to US$ 1,500,000.00 (one million five hundred thousand US dollars); and
   (iii) the Managing Director shall have full power and authority to enter into any contracts or transactions involving a financial commitment of between US$ 1,500,000.00 (one million five hundred thousand US dollars) and US$ 5,000,000.00 (five million US dollars); provided that the Managing Director in such case notifies all the Directors of the Board in advance by the fastest possible means (including by e-mail or fax) of such intended commitment, and if no objection is made by any of the Directors within a week of such written notice, the Managing Director will be entitled to proceed with the intended commitment.

PROCEEDINGS OF DIRECTORS

64. A meeting of the Board of Directors shall be called by the Chairman upon not less than 14 (fourteen) days with written notice by any Director. The Board of Directors may hold their meetings at such places as they deem appropriate, but in any case not less frequently than twice per year. The Chairman shall add to the agenda for any such meeting any matters proposed for deliberation by any Director.

65. The Chairman shall preside at all meetings of the Board of Directors, but if at any meeting the Chairman is not present within 10 (ten) minutes after the time appointed for holding the meeting, the Directors present shall elect any other Director to preside as Chairman at the said meeting.

66.

(1) Notice of every Directors' meeting shall be sent to each Director. Notice to Directors in Myanmar shall be given by registered post or by hand and notice to Directors abroad shall be sent by a registered airmail (return receipt required) or by facsimile with confirmed answer back. Notice to Directors residing outside Myanmar shall be confirmed on the day of dispatch by facsimile. Such notice to any director may be waived by the Director and shall be deemed waived by his presence at the meeting without protest of lack of proper notice.

(2) The quorum of the Board of Directors' Meeting shall be at least 3 (three) Directors, either present in person or by proxy, and must include at least 1 (one) UREC EI -appointed Director and 1 (one) DEP-appointed Director. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved; in which case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting, the Directors present shall be a quorum.

(3) Unless otherwise provided by the Joint Venture Agreement, the Act, or in these Articles, all resolutions of the Board of Directors shall require the affirmative vote of a majority of all Directors present in person or by proxy at a meeting.

(4) The Board of Directors may adopt a resolution without holding a meeting if all Directors approve the action by placing their signatures on the original copy of the resolution. Any such resolution shall be binding on the Company only after all of the Directors have signed the resolution. The duly signed resolution shall be delivered to the Chairman and placed in the Minutes Book of the Company.

67. A Director shall be entitled to appoint in writing any person to act as his proxy. The person so appointed shall, in the absence of the Director appointing him, be entitled to attend and vote at any meeting of the Board of Directors. The instrument appointing the proxy shall specify the meeting or meetings or the period for which the appointment is effective. In the event the person so appointed is himself a Director or if the proxy holder not being a Director receives more than one appointment, he shall be entitled to cast as many votes as appointments he holds, in addition to his personal vote if he is a Director.

68. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act.

69. All acts bona fide done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

70. Minutes of meetings of the Board of Directors shall be kept in the English language.
71. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointment of offices made by the Directors, of the proceedings of all meetings of Directors and Committees of Directors, and of the attendances thereat and of the committees of Directors and all business transacted, resolutions passed and orders made at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting of the Company or Directors or Committee as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

SEAL

72. The Board of Directors shall provide for the establishment of a Seal of the Company, and the Seal shall never be used except by the authority of the Directors as set forth in these Articles, the Memorandum of Association and the law of Myanmar.

DIVIDENDS AND RESERVE

73. No dividend may be declared unless pursuant to a unanimous decision of the Board of Directors or by a resolution adopted in a general meeting of the Shareholders.
74. The Board of Directors may from time to time recommend payment of dividends to the Shareholders as appear to the Board of Directors to be justified by the profits of the Company.
75. The Board of Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Board of Directors, be applicable for meeting contingencies, or any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
76. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividends payable on the share.
77. Declaration of dividend shall be given by written notice to each Shareholder registered as such in the register of shareholders.
78. No dividend shall bear interest against the Company.
79. The Directors may deduct from any dividend or other moneys payable in respect of any share held by a Shareholder, either alone or jointly with any other Shareholder, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise.
80. A transfer of a share shall not pass the right to any dividend declared in respect thereof before the transfer has been registered.

ACCOUNTS

81. The Board of Directors shall cause to be kept at the registered office of the Company, proper accounts of the assets and liabilities of the Company and all other accounts which by law or business practice should be kept by the Company, and such accounts (which shall be kept with English language) shall be audited periodically by a qualified auditor appointed by the Shareholders.
82. The Board of Directors shall cause the books and records of the Company to be audited annually in accordance with the Law of the Union of Myanmar and Generally Accepted Accounting Principles as applied in Myanmar.
83. The Auditor(s) of the Company shall be appointed by the Board of Directors in accordance with Section 145A of the Myanmar Companies Act (or any successor legislation thereto) and the duties and responsibilities of the Auditor(s) shall be as specified under the Laws of the Union of Myanmar.
84. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by a resolution of the Company in general meeting.
85. The Directors shall, as required by Sections 131 and 131A of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in those sections.
86. The profit and loss accounts shall, in addition to the matters referred to in Sub-sections (3) of Section 133 of the Act, show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure, which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such items shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
87. A balance sheet shall be made out in every year and laid before the Company in general meeting of the Shareholders made up to a date not more than 6 (six) months before such meeting. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of a dividend (if any) and the amount (if any) which they propose to carry to a reserve fund.
88. A copy of the balance sheet and report shall, seven days before the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given herein.
89. The Directors shall in all respects comply with the provisions of Section 130 to 133 and 135 of the Act or any statutory modification thereof for the time being in force.

WINDING UP

If the Company shall be wound up, the assets of the Company shall be applied in repayment of any holders of shares, including the shares paid up at the commencement of the winding up.

We, the following persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares Taken	Signatures
1.	DEPARTMENT OF ELECTRIC POWER represented by: [ ] Director General Office No.38, Nay Pyi Taw The Union of Myanmar	Myanmar	Ordinary 300 [3%]	
2.	UREC ENERGY INTERNATIONAL LIMITED represented by: [*Insert*] UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong	HongKong	Ordinary 9700 [97%]	

Yangon. Dated the day of 2015

It is hereby certified that the persons mentioned above put their signatures in my presence.

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

UREC ENERGY INTERNATIONAL LIMITED

聯合能源國際有限公司

Incorporated the 18th day of June, 2013

ALBERT YKL PROCORP SERVICES LIMITED

HONG KONG

Tel: 2854 2188 Fax: 2854 2128

No.1924786

[COPY]

CERTIFICATE OF INCORPORATION

* * *

I hereby certify that

UREC ENERGY INTERNATIONAL LIMITED

聯合能源國際有限公司

is this day incorporated in Hong Kong under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and that this company is limited.

Issued on 18 June 2013.

(Sd.) Ms Ada L L CHUNG

....

Registrar of Companies

Hong Kong Special Administrative Region

Note:

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

First:- The name of the Company is "UREC ENERGY INTERNATIONAL LIMITED 聯合能源國際有限公司".

Second:- The Registered Office of the Company will be situated in Hong Kong.

Third:- The liability of the Members is limited.

Fourth:- The capital of the Company is HK$100,000,000.00 divided into 100 shares of HK$1,000,000.00 each. Upon any increase of capital the company is to be at liberty to issue any new shares either in Hong Kong Dollars or in any other currency or partly in one currency and partly in another and with any preferential, deferred, qualified or special rights, privileges or conditions attached thereto. The rights for the time being attached to any shares having preferential, deferred, qualified, or special rights, privileges or conditions attached thereto may be altered or dealt with in accordance with the accompanying Articles of Association but not otherwise.

I/We, the person(s), whose name(s), address(es) and description(s) is/are hereto given below, wish to form a Company in pursuance of this Memorandum of Association, and I/we agree to take the number of share(s) in the capital of the Company set opposite to my/our name(s): -

Name(s), Address(es) and Description(s) of Signatory/Signatories	Number of Share(s) taken by the Signatory/Signatories
(Sd.) UNION RESOURCES & ENGINEERING CO.,LTD. .... UNION RESOURCES & ENGINEERING CO., LTD. 175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING KUNMING CHINA Corporation	1
Total Number of Share(s) Taken.....	1

Dated the 10th day of June, 2013

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

UREC ENERGY INTERNATIONAL LIMITED

聯合能源國際有限公司

PRELIMINARY

1. The regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to the Company save in so far as they are hereby expressly excluded or modified. In case of conflict between the provisions of Table "A" and these presents, the provisions herein contained shall prevail.

2. The company is a private company and accordingly:-

   (a) the right to transfer shares is restricted in manner hereinafter prescribed;

   (b) the number of members of the company (exclusive of persons who are in the employment of the company and of persons who having been formerly in the employment of the company were while in such employment and have continued after the determination of such employment to be members of the company) is limited to 50. Provided that where 2 or more persons hold one or more shares in the company jointly they shall for the purpose of this regulations be treated as a single member;

   (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited.

TRANSFER OF SHARES

3. The Directors may decline to register any transfer of shares to any person without giving any reason therefor. The Directors may suspend the registration of transfers during the twenty-one days immediately preceding the Annual General Meeting in each year. The Directors may decline to register any instrument of transfer, unless (a) a fee not exceeding two dollars is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the Certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

DIRECTORS

4. The Directors may elect a chairman of their meetings, and determine the period for which he is to hold office, and unless otherwise determined the chairman shall be elected annually. If no chairman is elected, or if at any meeting the chairman is not present within half an hour of the time appointed for holding the same, the Directors present shall choose someone of their member to be the chairman of such meeting.

5. Unless and until the Company in General Meeting shall otherwise determine, the number of Director(s) shall be not less than one nor more than fifteen. The first Director(s) of the Company shall be determined in writing by the Founder Member(s) of the Memorandum of Association.

6. A Director who is about to go away from or is absent from Hong Kong may with the approval of the majority of the other Directors nominate any person to be his substitute and such substitute whilst he holds office as such shall be entitled to notice of Meetings of the Directors and to attend and vote thereat accordingly and he shall ipso facto vacate office if and when the appointor returns to Hong Kong or vacate office as a Director or removes the substitute from office and any appointment and removal under this Article shall be effected by notice in writing under the hand of or by cable from the Director making the same. A Director may appoint (subject as above provided) one of the other Directors to be his substitute who shall thereupon be entitled to exercise (in addition to his own right of voting as a Director) such appointor's rights at Meetings of the Directors.

7. At the first Annual General Meeting to be held next after the adoption of these Articles and at every succeeding Annual General Meeting all Directors, except Permanent Directors if any are appointed, shall retire from office and shall be eligible for re-election.

8. A Director shall not require any qualification shares.

9. The office of a Director shall be vacated if the Director:-

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes of unsound mind; or

(c) resigns his office by notice in writing with section 157D(3)(a) of the Ordinance.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

10. (a) No Director shall be disqualified by his office from contracting with the Company, nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office, or of the fiduciary relations thereby established but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is determined on if his interest then exists, or, in any other case, at the first meeting of the Directors after the acquisition of his interest. A Director may vote in respect of any contract or arrangement in which he is interested.

(b) A Director of the Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or shareholder of such company.

11. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum. In case of sole Director, the sole Director shall constitute a quorum.

12. If the Company shall have only one director, such sole director shall have full power to represent and act for the Company in all matters as are not by the Companies Ordinance (Chapter 32) or the Memorandum or these Articles required to be exercised by the members of the Company and in lieu of minutes of a meeting shall record in writing and sign a note or memorandum of all matters requiring a resolution of directors and provide such note or memorandum to the Company within 7 days. Such a note or memorandum shall constitute sufficient evidence of such resolution for all purposes.

13. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

14. Subject to the provisions of Article 6 hereof, the Directors shall have power at any time, and from time to time, to appoint a person as an additional Director who shall retire from office at the next following Annual General Meeting, but shall be eligible for election for the Company at that meeting as an additional Director.

15. The Company may by ordinary resolution remove any Director and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

16. Any Resolution of the Board of Directors in writing signed by the majority of the Directors, in whatever part of the world they may be, shall be valid and binding as a resolution of the Directors provided that notice shall have been given to all the Directors of the Company capable of being communicated with conveniently according to the last notification of address by each such Director given to the Registered Office of the Company.

17. Where any notice is required either by these Articles, by Table "A", by the Ordinance or otherwise, to be given to any Director or to any Member of the Company, such shall be valid if given by cable and where any consent, agreement, signature, notice by or authority from any Director or Member of the Company such shall be good and valid if given by cable in spite of the fact that neither the cable nor the document by which the cable is sent bears a written signature. This clause shall not apply to Special Resolution.

POWERS OF DIRECTORS

18. The Directors, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance, (Chapter 32), to these Articles, and to any regulations from time to time made by the Company in General Meetings, provided that no such regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

19. Without prejudice to the general powers conferred by the preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power:-

(1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(2) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they shall think fit.

(3) To engage, suspend or dismiss the employees of the Company, and to fix and vary their salaries or emoluments.

(4) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(5) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(6) To make and give receipts, releases and other discharges for moneys payable to the Company, and for claims and demands of the Company.

(7) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit, having regard to the Company's Memorandum of Association and from time to time to vary or realise any such investment.

(8) To borrow money on behalf of the Company, and to pledge, mortgage or hypothecate any of the property of the Company.

(9) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.

(10) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for, or in relation to, any of the matters aforesaid, or otherwise for the purpose of the Company.

(11) To give to any Director, officer or other person employed by the Company a commission on the profits of any particular business or transaction, and such commission shall be treated as part of the working expenses of the Company, and to pay commissions and make allowances (either by way of a share in the general profits of the Company or otherwise) to any persons introducing business to the Company or otherwise promoting or serving the interest thereof.

(12) To sell, improve, manage, exchange, lease, let, mortgage or turn to account all or any part of the land, property, rights and privileges of the Company.

(13) To employ, invest or otherwise deal with any Reserve Fund or Reserve Funds in such manner and for such purposes as the Directors may think fit.

(14) To execute, in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provision as shall be agreed upon.

(15) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as they think fit.

(16) From time to time to make, vary or repeal rules and by-laws for the regulation of the business of the Company, its officers and servants.

(17) To delegate any or all of the powers herein to any Director or other person or persons as the Directors may at any time think fit.

20. Clause 81 of Table "A" shall not apply.

SEAL AND CHEQUES

21. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director or by some other person or persons appointed by the Directors for the purpose.

22. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, shall be made, signed, drawn, accepted and endorsed, or otherwise executed by the person or persons from time to time authorised by a resolution of the Board of Directors.

GENERAL MEETINGS

23. For all purposes, the quorum for all general meetings shall be two members personally present and holding either in his own right or by proxy at least fifty-one per cent of the paid-up capital of the Company, and no business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the business. If the company has only one member, one member present in person or by proxy shall be a quorum of a meeting of the Company.

24. A resolution in writing signed by all the shareholders shall be as valid and effectual as a resolution passed at a general meeting duly convened and held.

25. Where a company has only one member and that member takes any decision that may be taken by the company in general meeting and that has effect as if agreed by the company in general meeting, he shall provide the company with a written record of that decision within 7 days after the decision is made. That record shall be sufficient evidence of the decision having been taken by the member.

VOTES AND MEMBERS

26. All voting of members in respect of any matter or matters shall be by poll and every member present in person or by proxy shall have one vote for each share of which he is the holder.

DIVISIONS OF PROFITS

27. The net profits of the Company in each year shall be applied in or towards the formation of such reserve fund or funds and in or towards the payment of such dividends and bonuses as the Directors subject to the approval of the Company in General Meeting may direct.

28. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

29. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

30. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or for other moneys payable in respect of such share.

31. The Directors may retain any dividends payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

32. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for benefit for the Company until claimed.

SECRETARY

33. The Secretary of the Company may resign from this office upon giving notice to Company of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance. The first Secretary of the Company shall be appointed by the Founder Member(s).

NOTICE

34. Any notice required to be given to the shareholders under these Articles may be in the Chinese or English language or both.

Name(s), Address(es) and Description(s) of Signatory/Signatories
(Sd.) UNION RESOURCES & ENGINEERING CO.,LTD. .... UNION RESOURCES & ENGINEERING CO., LTD. 175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING KUNMING CHINA Corporation

Dated the 10th day of June, 2013

CR
公 司 註 冊 處
Companies Registry

法團成立表格
(股份有限公司)
Incorporation Form
(Company Limited by Shares)

(《公司條例》第 14A 條)
(Companies Ordinance s. 14A)

表格 Form **NC1**

填表前請參閱《填表須知》。
Please read the Notes for Completion before completing this form.

(註 Note 8) **1 擬採用的公司名稱 Intended Company Name**

擬採用的公司英文名稱 Intended English Company Name

UR   EC ENERGY INTERNATIONAL LIMITED

擬採用的公司中文名稱 Intended Chinese Company Name

聯合能源國際有限公司

(註 Note 9) **2 公司類別 Type of Company**

請在適用的空格內加上 ✓ 號 Please tick the relevant box

[√] 私人 Private   [ ] 非私人 Non-private

(註 Note 10) **3 公司在香港的註冊辦事處擬採用的地址**
The Intended Address of the Company's Registered Office in Hong Kong

UNIT C, 16TH FL., CNT TOWER, 338 HENNESSY ROAD, WANCHAI, HONG KONG

(「轉交」地址及郵政信箱號碼恕不接受 'Care of' addresses and post office box numbers are not acceptable)

(註 Note 11) **4 電郵地址 E-mail Address**

(註 Note 4) **提交人的資料 Presentor's Reference**

姓名 Name : Albert YKL Procorp Services Limited

地址 Address : Room 803, Tung Hip Comm. Bldg,
248 Des Voeux Road Central,
Hong Kong

電話 Tel : 2854 2188   傳真 Fax : 2854 2128

電郵地址 E-mail Address :

檔號 Reference :

請勿

11/06/2013 15:41:29
Submission No.: 222242973/1
CR NO.:
Sh. Form.: NC1

Revenue Code	Amount(HKD)
03	$1,425.00
24	$295.00

Receipt No.	Method	Amount(HKD)
222220414822	Chq	$450.00
222220414823	Cash	$1,270.00
Total Paid		$1,720.00

No. 1924786
編號

公 司 註 冊 處
COMPANIES REGISTRY

CERTIFICATE OF INCORPORATION
公 司 註 冊 證 書

* * *

I hereby certify that
本 人 謹 此 證 明

UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

is this day incorporated in Hong Kong under the Companies Ordinance
於 本 日 根 據 《 公 司 條 例 》（香 港 法 例 第 32 章）

(Chapter 32 of the Laws of Hong Kong) and that this company is limited.
在 香 港 註 冊 成 為 有 限 公 司 。

Issued on 18 June 2013 .
本 證 書 於 二 O 一 三 年 六 月 十 八 日 發 出 。

Ms Ada L L CHUNG
Registrar of Companies
Hong Kong Special Administrative Region
香港特別行政區公司註冊處處長鍾麗玲

Note 註：
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

For and on behalf of
UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

...................................*Authorized Signature(s)*

UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

請刻印一套 保存於公司

For and on behalf of
UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

...................................*Authorized Signature(s)*

UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line and display the valid business/branch registration certificate at business address.

正 本
ORIGINAL

~~複 本~~
~~DUPLICATE~~

表格 2 FORM 2 [第 5 條]
《商業登記條例》(第 310 章) [regulation 5]
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業 / ~~分行~~登記證 Business / ~~Branch~~ Registration Certificate

業務 / 法團所用名稱
Name of Business/ Corporation
聯合能源國際有限公司
UREC ENERGY INTERNATIONAL LIMITED

業務 / 分行名稱
Business/ Branch Name
* *
* *

地 址
Address
UNIT C 16/F CNT TOWER 338
HENNESSY RD WANCHAI
HONG KONG

業務性質
Nature of Business
CORP

法律地位
Status
BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy (APP)
18/06/2013	17/06/2014	61610567-000-06-13-8	$450

(登記費 FEE = $ 0)
(徵費 LEVY = $ 450)

請注意下列《商業登記條例》的規定:

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證,並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

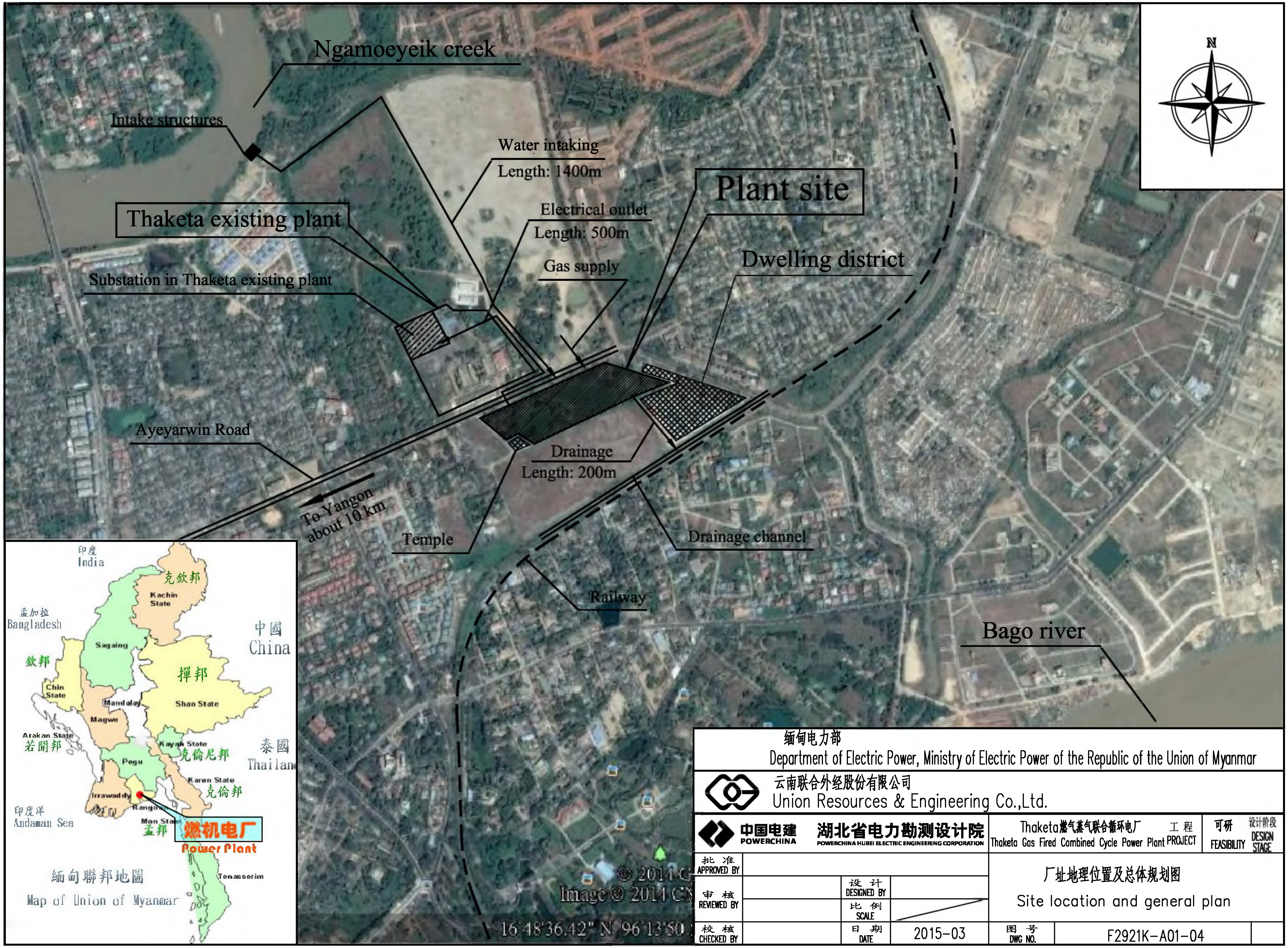
Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

11/06/2013 222414824 $450.00

IRDB101B (12/2010)

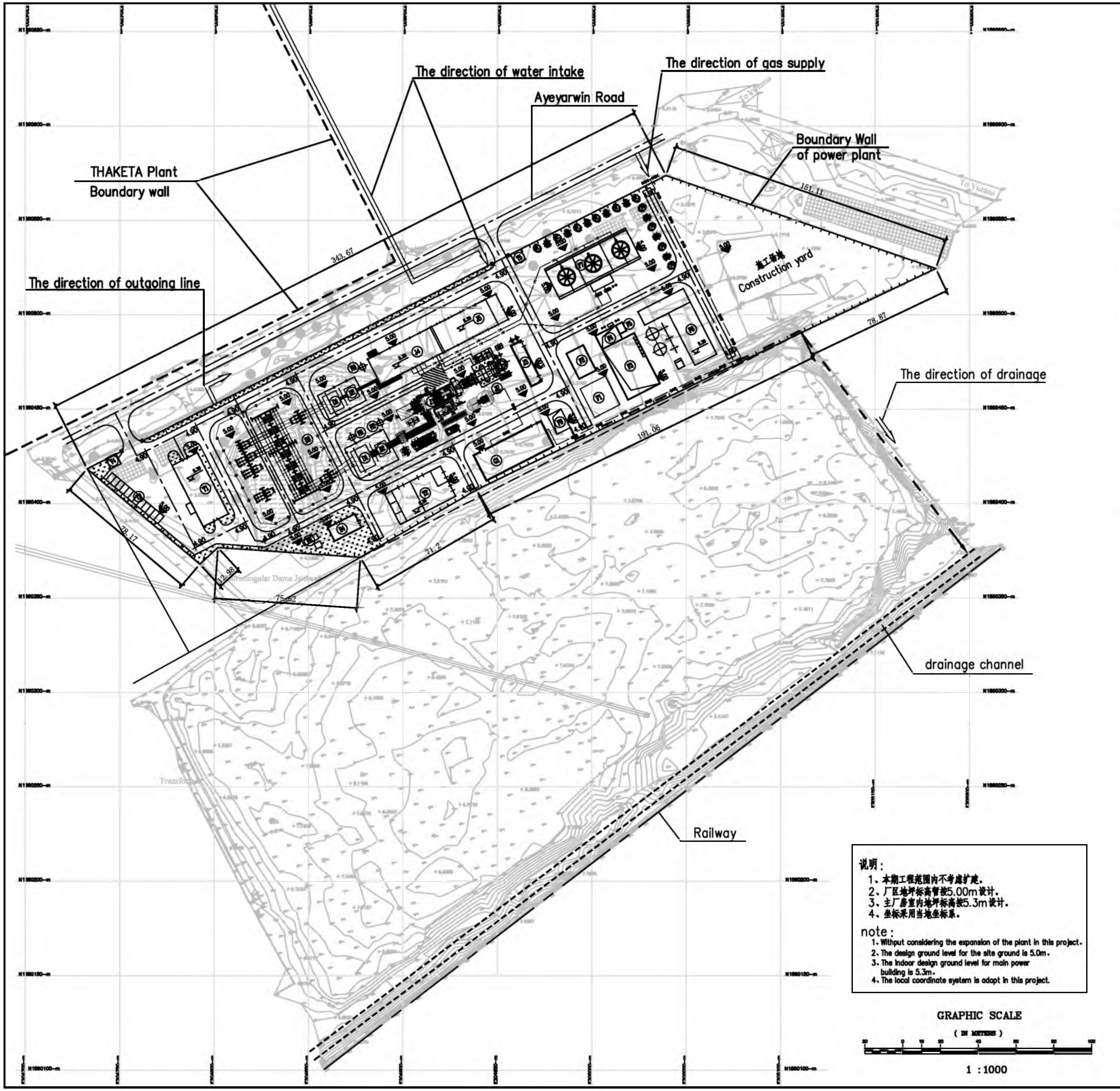


缅甸电力部
Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar

云南联合外经股份有限公司
Union Resources & Engineering Co.,Ltd.

中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION

Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE		
批准 APPROVED BY				厂址地理位置及总体规划图 Site location and general plan	
审核 REVIEWED BY		设计 DESIGNED BY			
		比例 SCALE			
校核 CHECKED BY		日期 DATE	2015-03	图号 DWG NO.	F2921K-A01-04



厂区技术经济指标表
plant techno-economic indicators table

序号 No.	项目名称 project name		单位 unit	数量 amount
1	总用地面积 Total area of the project		ha	4.732
	厂区占地面积（围墙内） land occupation of plant area		ha	3.797
	进厂道路长度/面积 The length&area of entrance roads		m/㎡	50m/500
	取水构筑物和管道长度/用地面积 The area of intake structures&pipes		m/㎡	1400m/3600
	厂外排水管道长度/用地面积 Area of drainage pipelines		m/㎡	280m/700
	厂外出线电缆沟长度/用地面积 Area of drainage pipelines		m/㎡	500m/1500
	其他用地面积 Others area		㎡	3050
2	单位容量占地面积 unit capacity occupied area		㎡/kw	0.345
3	挡墙工程量 volume of earth retaining wall		m³	3500
4	护坡工程量 volume of slope protection		㎡	2000
5	厂区建构筑物用地面积 Occupied area of buildings structures inside plant		㎡	11200
6	建筑系数 Coefficient of architecture		%	29.50
7	围墙长度（2.2m高砖砌） length of enclosure wall		m	1000
8	金属围栏（1.8m高） length of fence		m	380
9	厂区道路&硬化地坪面积 road and square covered area		㎡	5900/1900
10	厂区道路及广场用地系数 Coefficient of road and square		%	20.54
11	厂区土石方工程量 volume of earthwork/stonework			
12	填方 amount of fill		m³	110000
13	清淤 amount of dredging		m³	25000 运距1km
14	厂区绿化面积 green area		㎡	7594
15	厂区绿化系数 green factor		%	20
16	厂内电缆沟 cable trench in plant	800x800mm	m	1000(直埋) / 500(钢筋砼)
17	厂外电缆沟(钢筋砼) cable trench outside plant	1000x1000mm	m	500
18	还建道路工程量 road rebuilt		㎡	200
19	拆迁工程量 remove		11kV circuit120m; 4 huts; transplant 2 old trees; 2 [illegible] buildings by 2 floors; wall 700m (1.8m high)	

list of factory buildings 建构筑物一览表

No. 序号	project name 项目名称	
J1	Gas turbine	燃气轮机
J2	H.R.S.G	余热锅炉
J3	Air compressor station	空压机房
J4	Turbine house	汽机房
J5	Central control building	集中控制楼
D1	Main transformer	主变
D2	Unit auxiliary transformer	高厂变
D3	66kV outdoor switchgear	66kV室外配电装置
D4	Network control room	网控室
G1	Gas boost station	燃气增压站
F1	Flocculation precipitation regulating pond	絮凝沉淀池
F2	Water dosing room	加药间
F3	Industrial water cistern	工业水池
F4	Fire cistern	消防水池
F5	Domestic water cistern	生活水池
F6	Chemical water treatment building	化水车间
F7	Mechanical draft cooling towers	机力通风冷却塔
F8	Sewage treatment system	生活污水处理
F9	Rainwater pond	雨水池
F10	Emergency oil pond for turbine	汽机事故油池
F11	Emergency oil pond for transformer	主变事故油池
F12	Emergency oil pond for lubrication oil of gas turbine	燃机润滑油事故油池
T1	Comprehensive office building	综合办公楼
T2	Material storage & Complex maintenance house	材料库及综合检修楼
T3	Parking yard	停车场
T4	Gatehouse 1#	1#大门警卫室
T5	Gatehouse 2#	2#大门警卫室

legend

符号 symbol	名称 designation	符号 symbol	名称 designation
	建筑物 building		金属围栏 metal fence and gate
	水池 sink	—CH—	封闭母线 enclosed busbar
5.30	室内标高 indoor elevation	— CWP —	循环给水管 circulation supply pipe
5.00	地坪标高 ground floor elevation	— CWD —	循环回水管 circulation return pipe
	道路 road	— GAS —	燃气管道 gas pipe
	围墙及大门 wall and gate	— HW —	蒸汽管架 steam overhead

说明：

1、本期工程范围内不考虑扩建。
2、厂区地坪标高暂按5.00m设计。
3、主厂房室内地坪标高按5.3m设计。
4、坐标采用当地坐标系。

note：

1. Without considering the expansion of the plant in this project.
2. The design ground level for the site ground is 5.0m.
3. The indoor design ground level for main power building is 5.3m.
4. The local coordinate system is adopt in this project.

GRAPHIC SCALE

(IN METERS)

20 0 10 20 40 60 80 100

1 : 1000

缅甸电力部
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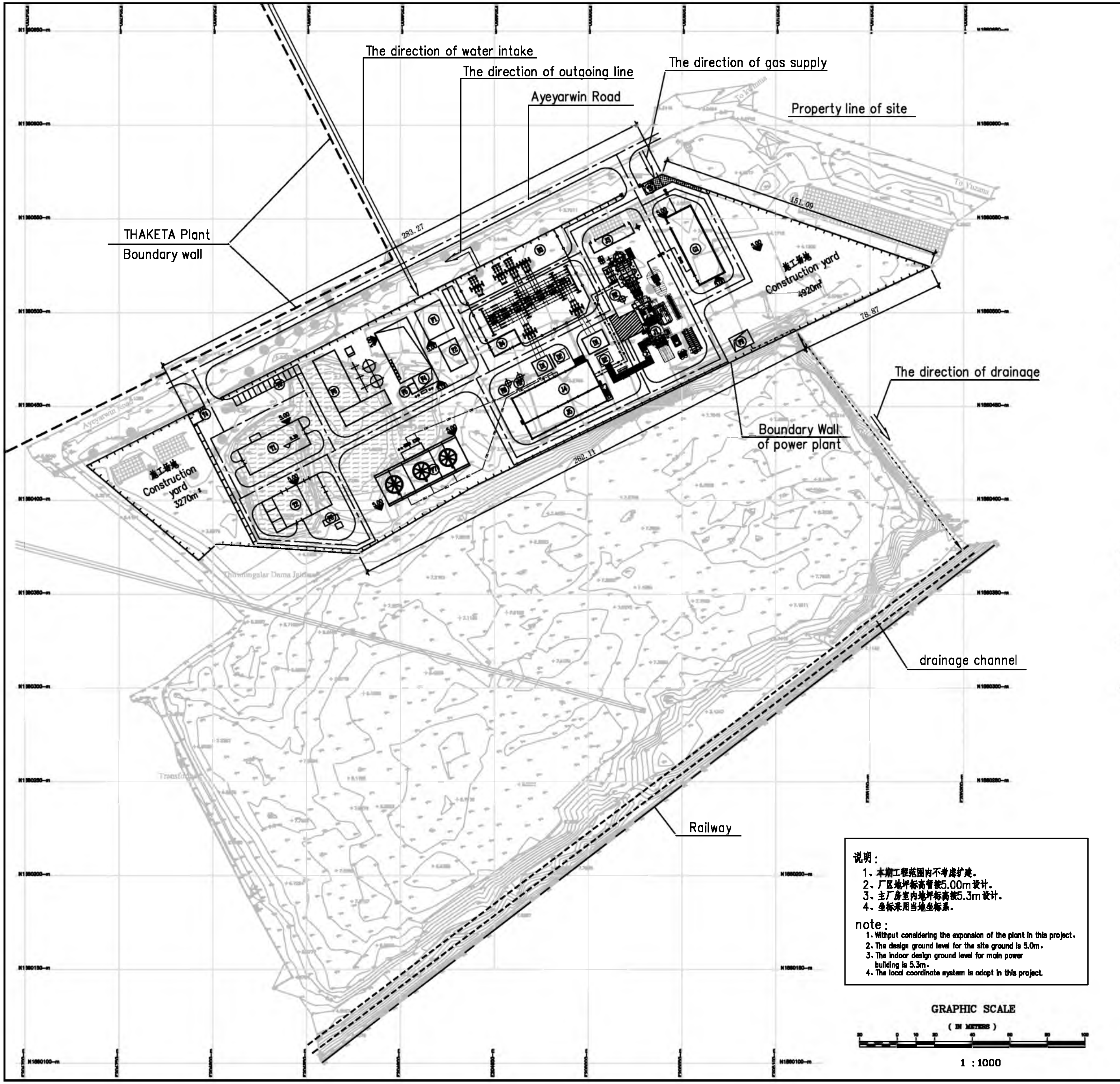
Thaketa燃气蒸汽联合循环电厂
Thaketa Gas Fired Combined Cycle Power Plant

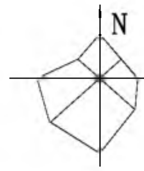
工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE

批准 APPROVED BY	
审核 REVIEWED BY	
校核 CHECKED BY	
设计 DESIGNED BY	
比例 SCALE	
日期 DATE	2015-03
图号 DWG NO.	F2921K-A01-05

厂区总平面及竖向规划布置图(方案一)
General & vertical layout (plan one)

专业	会签	会签日期





list of factory buildings 建构筑物一览表

No. 序号	project name 项目名称	
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厂区技术经济指标表
plant techno-economic indicators table

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	进厂道路长度/面积 The length&area of entrance roads		m/m²	50m/500
	取水构筑物和管道长度/用地面积 The area of intake structures&pipes		m/m²	1300m/3320
	厂外排水管道长度/用地面积 Area of drainage pipelines		m/m²	180m/450
	厂外出线电缆沟长度/用地面积 Area of drainage pipelines		m/m²	700m/2100
	其他用地面积 Others area		m²	3050
3	单位容量占地面积 unit capacity occupied area		m²/kw	0.315
4	挡墙工程量 volume of earth retaining wall		m³	3500
5	护坡工程量 volume of slope protection		m²	2000
6	厂区建构筑物用地面积 Occupied area of buildings structures inside plant		m²	11200
7	建筑系数 Coefficient of architecture		%	31.90
8	围墙长度(2.2m高砖砌) length of enclosure wall		m	733
9	金属围栏(1.8m高) length of fence		m	140
10	厂区道路&硬化地坪面积 road and square covered area		m²	7500/1000
11	厂区道路及广场用地系数 Coefficient of road and square		%	24.21
12	厂区土石方工程量 volume of earthwork/stonework			
	填方 amount of fill		m³	110000
	清淤 amount of dredging		m³	25000 运距1km
13	厂区绿化面积 green area		m²	7022
14	厂区绿化系数 green factor		%	20
15	厂内电缆沟 cable trench in plant	800x800mm	m	450(砖砼) 50(钢筋砼)
16	厂外电缆沟(钢筋砼) cable trench outside plant	1000x1000mm	m	700
17	还建道路工程量 road rebuilt		m²	200
18	拆迁工程量 remove		11kV circuit120m: 4 huts; transplant 2 old trees; 2 brick buildings by 2 floors; wall 700m (1.8m high)	

legend

符号 symbol	名称 designation	符号 symbol	名称 designation
(rectangle)	建筑物 building	—•—^—•—	金属围栏 metal fence and gate
(sloped outline)	堆池 sink	—CH—	封闭母线 enclosed busbar
5.30	室内标高 indoor elevation	— CWP —	循环给水管 circulation supply pipe
5.00	地坪标高 ground floor elevation	— CWD —	循环回水管 circulation return pipe
(double lines)	道路 road	— GAS —	燃气管道 gas pipe
(wall line with gate)	围墙及大门 wall and gate	— HW —	蒸汽管架 steam overhead

说明:

1、本期工程范围内不考虑扩建。
2、厂区地坪标高暂按5.00m设计。
3、主厂房室内地坪标高按5.3m设计。
4、坐标采用当地坐标系。

note:

1. Withput considering the expansion of the plant in this project.
2. The design ground level for the site ground is 5.0m.
3. The indoor design ground level for main power building is 5.3m.
4. The local coordinate system is adopt in this project.

GRAPHIC SCALE

(IN METERS)

20 0 10 20 40 60 80 100

1 : 1000

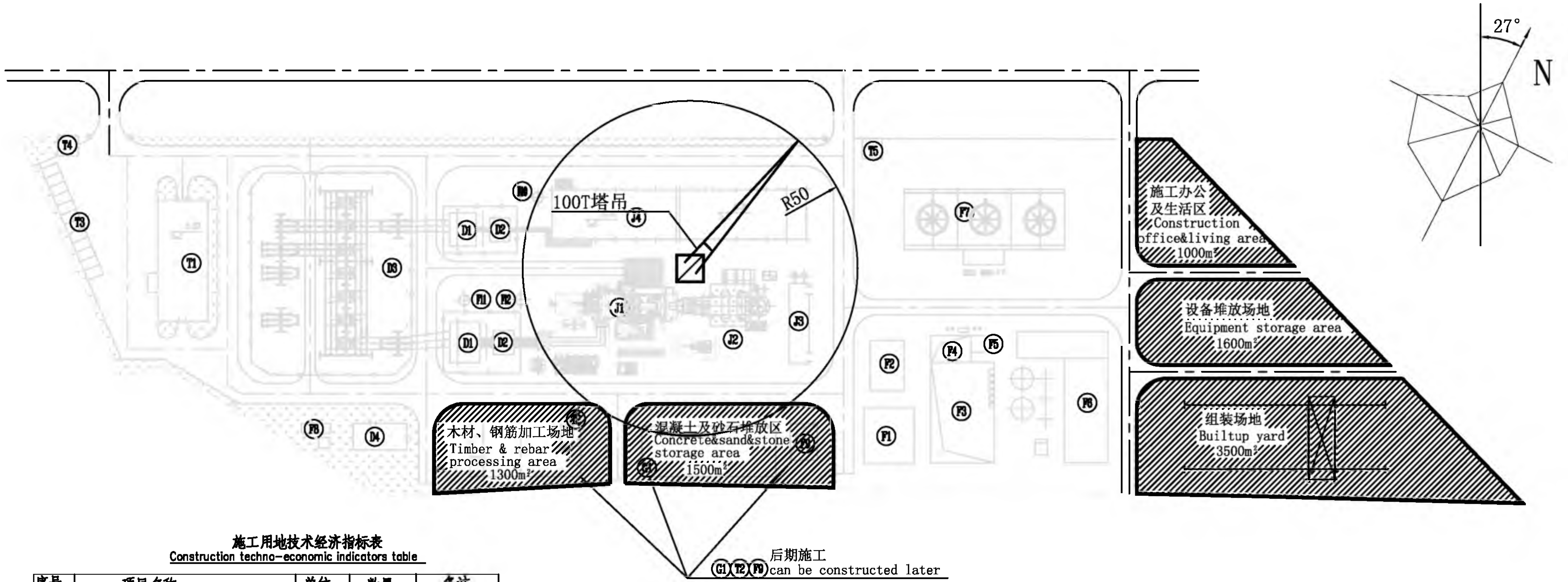
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Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar

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中国电建 POWERCHINA 湖北省电力勘测设计院
POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION

Thaketa燃气蒸汽联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批准 APPROVED BY		厂区总平面及竖向规划布置图(方案二) General & vertical layout (plan two)	
审核 REVIEWED BY			
校核 CHECKED BY			
设计 DESIGNED BY			
比例 SCALE			
日期 DATE	2015-03	图号 DWG NO.	F2921K-A01-06

专业	会签	会签日期



list of factory buildings
建构筑物一览表

No. 序号	project name 项目名称	
J1	Gas turbine	燃气轮机
J2	H.R.S.G	余热锅炉
J3	Air compressor station	空压机房
J4	Turbine house	汽机房
J5	Central control building	集中控制楼
D1	Main transformer	主变
D2	Unit auxiliary transformer	高厂变
D3	66kV outdoor switchgear	66kV室外配电装置
D4	Network control room	网控室
G1	Gas boost station	燃气增压站
F1	Flocculation precipitation reaction pond	絮凝沉淀池
F2	Water dosing room	加药间
F3	Industrial water cistern	工业水池
F4	Fire cistern	消防水池
F5	Domestic water cistern	生活水池
F6	Chemical water treatment building	化水车间
F7	Mechanical draft cooling towers	机力通风冷却塔
F8	Sewage treatment system	生活污水处理
F9	Rainwater pond	雨水池
F10	Emergency oil pond for turbine	汽机事故油池
F11	Emergency oil pond for transformer	主变事故油池
F12	Emergency oil pond for lubrication oil of gas turbine	燃机润滑油事故油池
T1	Comprehensive office building	综合办公楼
T2	Material storage & Complex maintenance house	材料库及综合维修楼
T3	Parking yard	停车场
T4	Gatehouse 1#	1#大门警卫室
T5	Gatehouse 2#	2#大门警卫室

施工用地技术经济指标表
Construction techno-economic indicators table

序号 No.	项目名称 project name	单位 unit	数量 amount	备注 Remark
1	施工办公及生活用地 Construction office&living area	m²	1000	
2	设备堆放场地 Equipment storage area	m²	1600	
3	组装场地 Builtup yard	m²	3500	
4	木材、钢筋加工场地 Timber & rebar processing area	m²	1300	
5	混凝土及砂石堆放区 Concrete&sand&stone storage area	m²	1500	
6	施工道路 construction roads	m²	520	临时砂石路面 Temporary gravel road
7	合计 Total construction area	m²	7920	

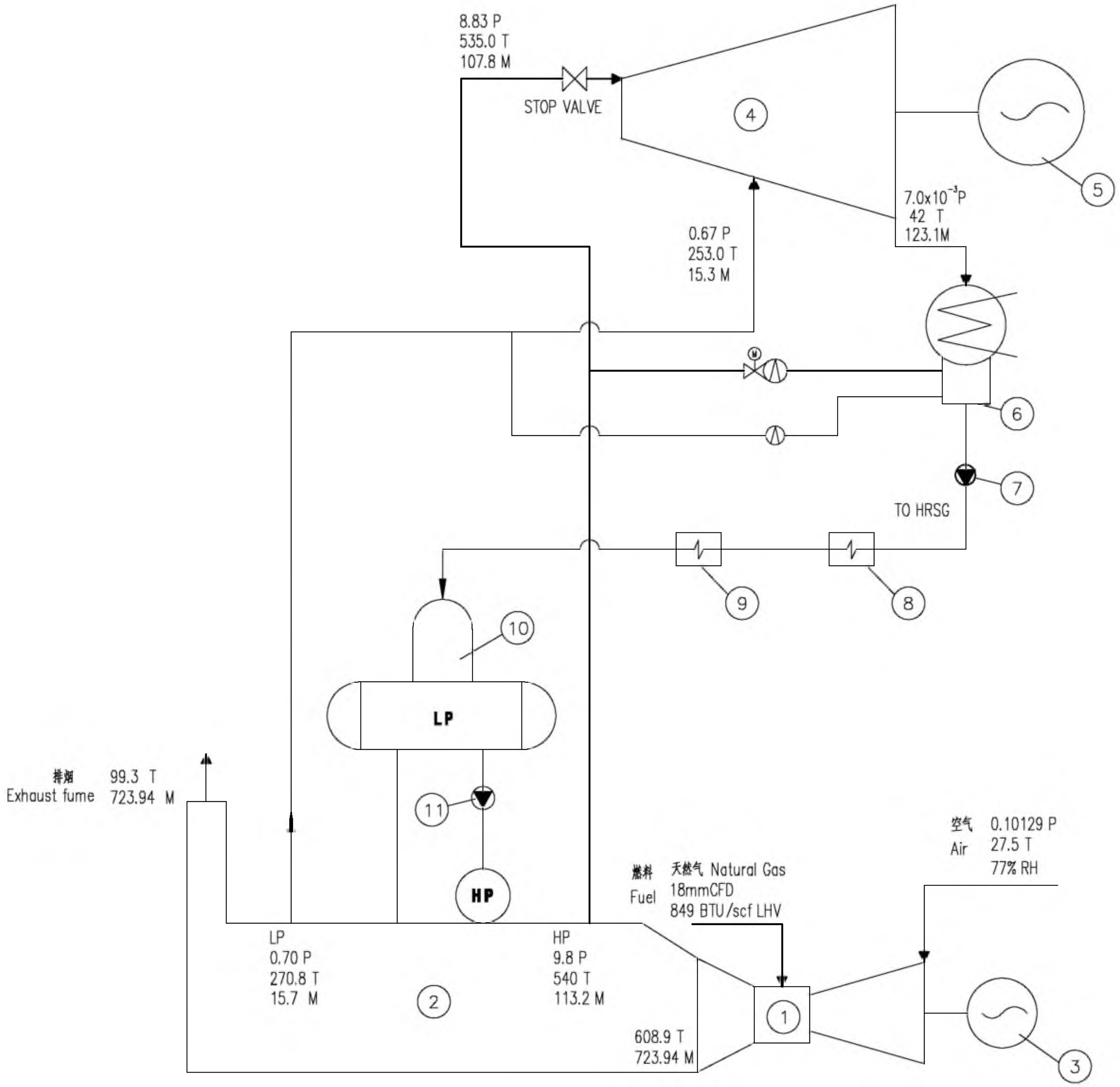
说明：

1. G1、T2、F9建构筑物可后期再施工，场地可先作为施工场地使用。
2. 其他建筑材料及小型设备可利用厂区内其他空地进行堆放。

Note:

1. G1、T2、F9 should be constructed later to save the area for the construction.
2. The other spaces in the plant should be used for storage area of the other building materials and small devices.

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中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION	Thaketa燃气蒸气联合循环电厂工程 Thaketa Gas Fired Combined Cycle Power Plant PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批准 APPROVED BY			
审核 REVIEWED BY	设计 DESIGNED BY	施工总平面规划布置图 overall construction site plan	
	比例 SCALE		
校核 CHECKED BY	日期 DATE 2015-03	图号 DWG NO.	F2921K-A01-07



P[MPa],T[℃],M[t/h]

NO. 编号	NAME 名称	MODEL AND SPECIFICATION 型号及规格	QTY. 数量	REMARKS 备注
11	HP feed water pump	Capacity: 100% Flow: 150m^3/h, pressure: 12.8MPa	2	Supplied by boiler factory
	高压给水泵	容量:100% 流量:150m^3/h. 扬程:12.8MPa.		锅炉厂供货
10	Integral Deaerator	Vertical type, spray-bubble type	1	Supplied by boiler factory
	整体式除氧器	立式, 喷雾-鼓泡式.		锅炉厂供货
9	Feed water heater	Surface heater	1	Supplied by boiler factory
	给水加热器	表面式.		锅炉厂供货
8	Gland steam condenser	Horizontal type, surface condensing	1	Supplied by boiler factory
	轴封加热器	卧式, 表面式.		锅炉厂供货
7	Condensate pump	Capacity: 100%;horizontal type, multistage pump Flow: 143m^3/h , pressure: 1.20MPa	2	
	凝结水泵	容量:100%, 卧式, 多级泵, 流量:143m^3/h, 扬程:1.20Mpa		
6	Condenser	D-21-2500-S,cooling aera: 2500m^2	1	Supplied by turbine factory
	凝汽器	D-21-2500-S,冷却面积 2500m^2		汽轮机厂供货
5	Steam Turbine Generator	Type: QFNW-40-2 Rated Power: 40MW	1	Supplied by turbine factory
	汽轮发电机	型号: QFNW-40-2 额定功率: 40MW		汽轮机厂供货
4	Steam Turbine	LZ38-8.83/0.67 Steam Turbine	1	Supplied by turbine factory
	汽轮机	LZ38-8.83/0.67型汽轮机		汽轮机厂供货
3	Gas Turbine Generator	Type: A33(6FA) Power: 75.65MW	1	Supplied by GE company
	燃机发电机	型号: A33(6FA) 功率: 75.65MW		GE公司供货
2	Heat Recovery Steam Generator	Double pressure ,no After burning ,horizontal type natural circulation outdoor arrangement	1	Supplied by boiler factory
	余热锅炉	双压、无补燃、卧式、自然循环、露天布置		锅炉厂供货
1	Gas turbine	Type: GE 6111FA , outdoor type , (ISO)77.356MW	1	Supplied by GE company
	燃气轮机	GE 6111FA型,户外重型,(ISO)77.356 MW		GE公司供货

LIST OF EQUIPMENT
设备明细表

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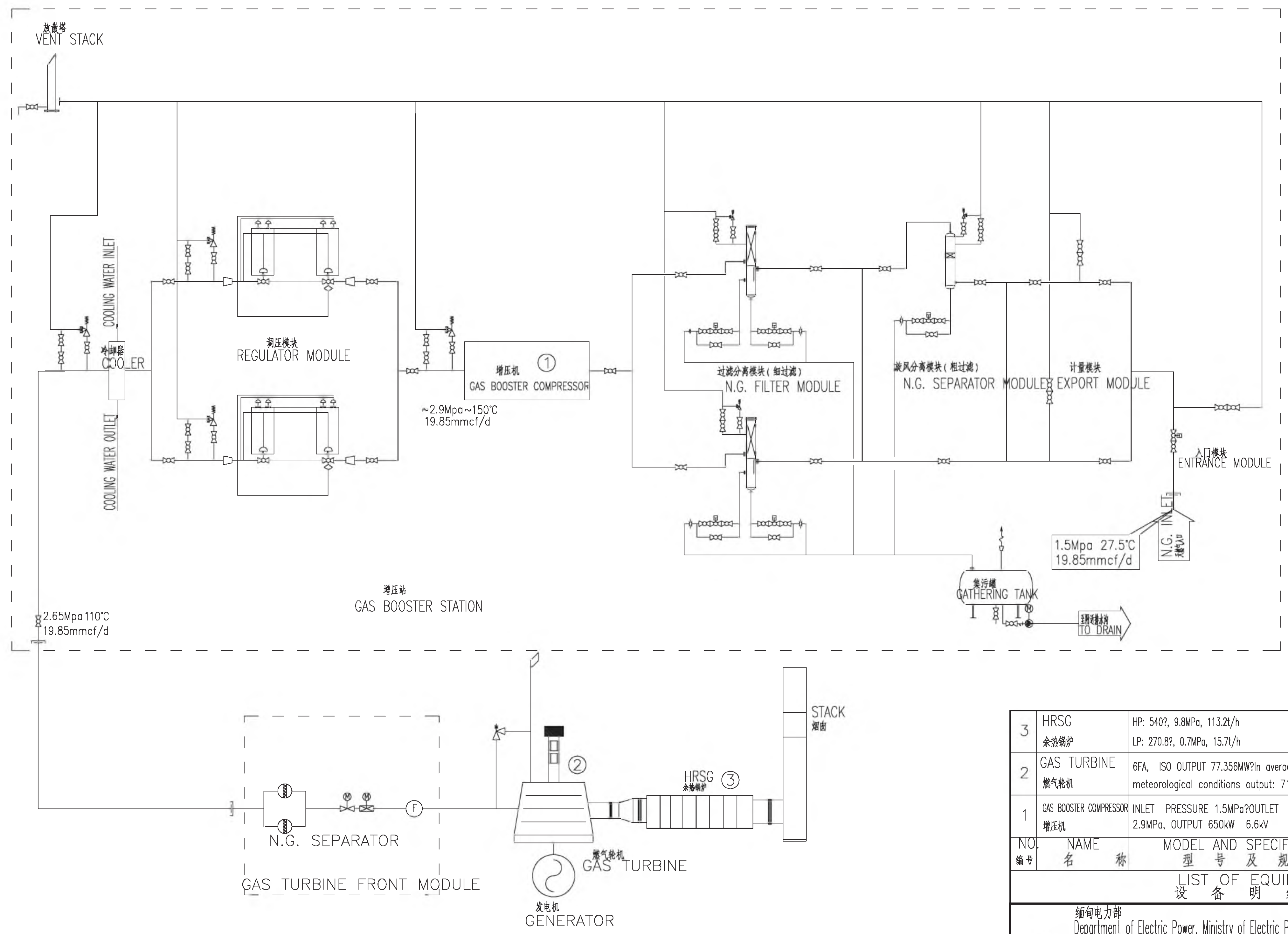
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中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION

Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 Feasibility 设计阶段 DESIGN STAGE
批准 APPROVED BY		
审核 REVIEWED BY	设计 DESIGNED BY	
	比例 SCALE	
校核 CHECKED BY	日期 DATE	2015-03
专业	会签	会签日期

原则性热力系统图
Principle Thermodynamic System

图号 DWG NO. F2921K-A01-08



SYMBOL 符号	NAME 名称
	FLOWMETER 流量计
	SAFETY VALVE 安全阀
	DRAINAGE CANAL 排水沟
	INSULATION JOINT 绝缘接头
	BLOWING HOLE 吹扫孔
	REDUCER 大小头
	FILTER 过滤器
	THROTTLE ORIFICE 节流孔板
	PUMP 泵
	GLOBE VALVE 截止阀
	CONTROL VALVE 调节阀
	BALL VALVE 球阀
	VACUUM FILTER 减压过滤器
	CONTROL VALVE 调节阀
	MONITOR & STOP VALVE 监控＋切断阀
	ELECTRIC MOTOR ACTUATOR 电动执行机构
	PNEUMATIC ACTUATOR 气动执行机构

LEGENDS
图形符号表

NO. 编号	NAME 名称	MODEL AND SPECIFICATION 型号及规格	QTY. 数量	REMARKS 备注
3	HRSG 余热锅炉	HP: 540?, 9.8MPa, 113.2t/h LP: 270.8?, 0.7MPa, 15.7t/h	1	DOUBLE PRESSURE,NO AFTER BURING,HORIZONTAL TYPE, NATURAL CIRCULATION, OUTDOOR ARRANGEMENT
2	GAS TURBINE 燃气轮机	6FA, ISO OUTPUT 77.356MW?In average annual meteorological conditions output: 71.903MW	1	
1	GAS BOOSTER COMPRESSOR 增压机	INLET PRESSURE 1.5MPa?OUTLET PRESSURE 2.9MPa, OUTPUT 650kW 6.6kV	1	

LIST OF EQUIPMENT
设 备 明 细 表

NOTES 说明:

1. THE SYSTEM DIAGRAM IS FOR ONE GT,
IN THIS PROJECT, THERE IS ONE GT IN TOTAL .

1.上述系统图为一台燃气轮机的系统图，本工程共1台燃气轮机。

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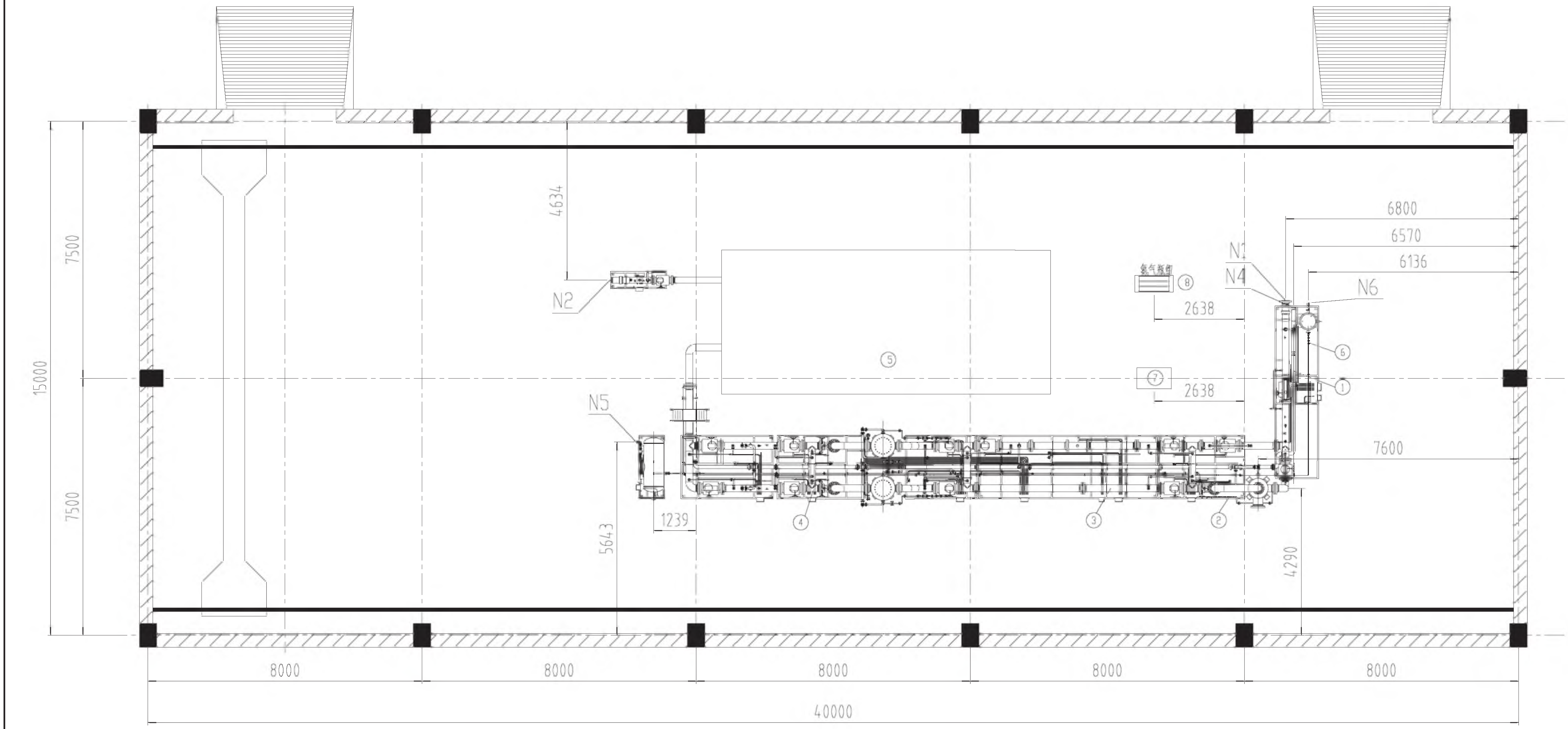
Thaketa燃气蒸气联合循环电厂 工程
Thaketa Gas Fired Combined Cycle Power Plant PROJECT

可研 FEASIBILITY 设计阶段 DESIGN STAGE

批准 APPROVED BY			
审核 REVIEWED BY		设计 DESIGNED BY	
		比例 SCALE	
校核 CHECKED BY		日期 DATE	2015-03

原则性燃烧系统图
COMBUSTION SYSTEM DIAGRAM

图号 DWG NO. F2921K-A01-09



说明.1.增压站暂定为室内布置.
2.电动单梁桥式起重机轨顶标高为10.0m.

Note.1.The gas booster station is indoor arrangement for the moment.
2.The rail top elevation of electric single-beam bridge crane is 10.0m.

No.	NAME	TYPE AND SPECIFICATION	Q'TY	REMARKS
9	REGULATOR MODULE		1	
8	NITROGEN GAS BOTTLE GROUP		1	
7	CHROMATOGRAPHIC ANALYZER		1	
6	COMPRESSOR AIR TANK		1	
5	CENTRIFUGAL COMPRESSOR		1	
4	FILTER MODULE		1	
3	EXPORT MODULE		1	
2	SEPARATOR MODULE		1	
1	ENTRANCE MODULE		1	

LIST OF EQUIPMENT

No.	NOMINAL SIZE	PRESSURE CLASS	CONNECTION SIZE	FLANGE MATERIAL AND STANDARD NUMBER	SEALING SURFACE FORM	REMARKS
N6	DN25	PN16	?34×4	0Cr18Ni9? NB47008-2010/HG20592-2009	RF	instrument inlet
N5	DN25	ANSI150	?34×4	20? NB47008-2010/HG20615-2009	RF	drain outlet
N4	DN50	ANSI150	?57×4	16Mn? NB47008-2010/HG20615-2009	RF	NG vent
N2	DN100	ANSI600	?114×6	16Mn? NB47008-2010/HG20615-2009	RF	NG outlet
N1	DN150	ANSI600	?168×6	16Mn? NB47008-2010/HG20615-2009	RF	NG inlet

接口表
INTERFACE TABLE

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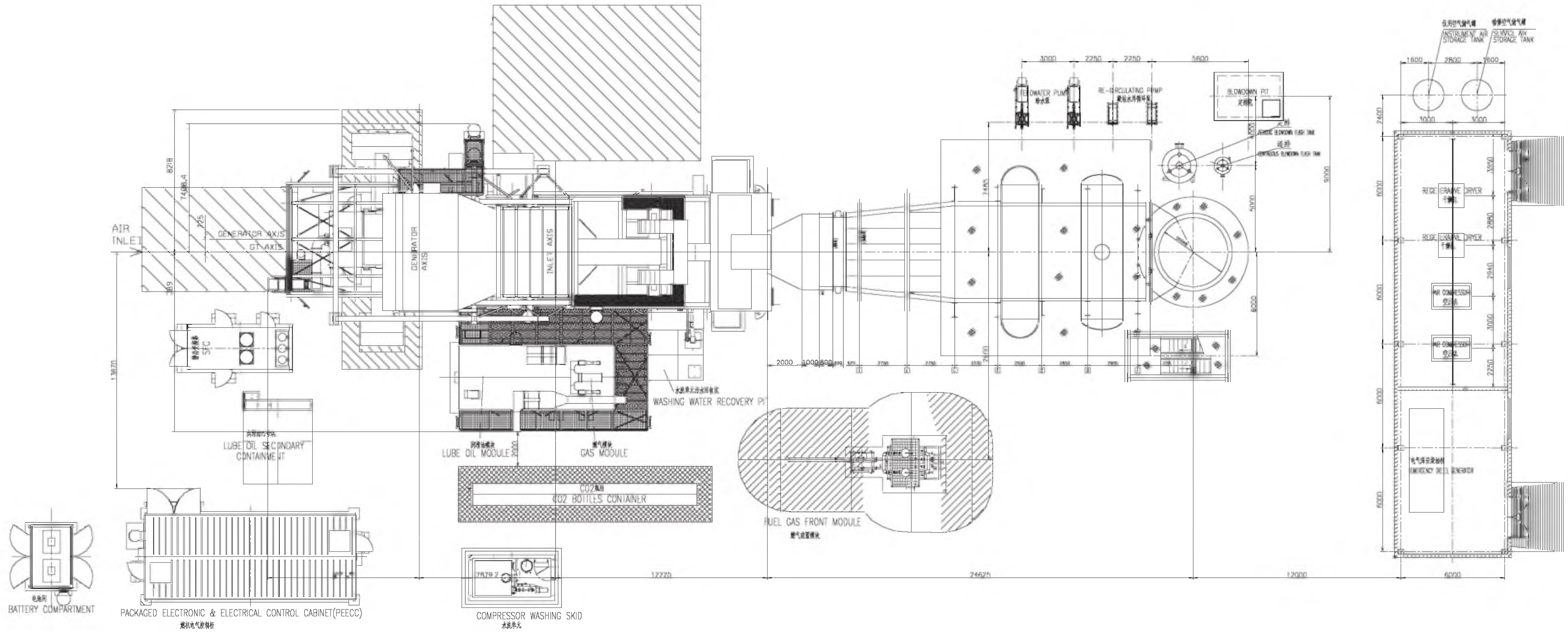
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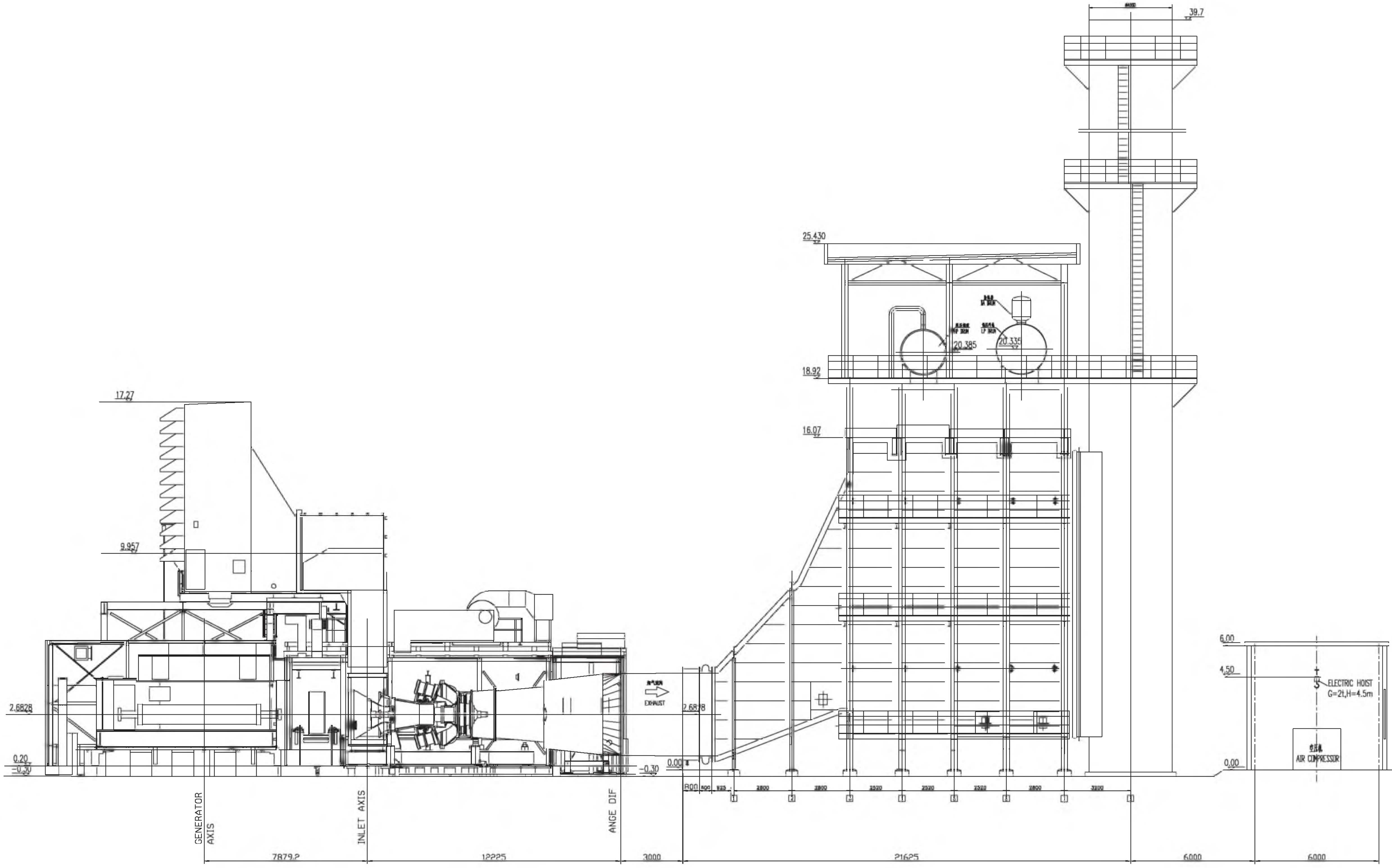
Thaketa Gas Fired Combined Cycle Power Plant | PROJECT | FEASIBILITY | DESIGN STAGE

天然气增压站方案布置图
LAYOUT OF GAS BOOSTER STATION

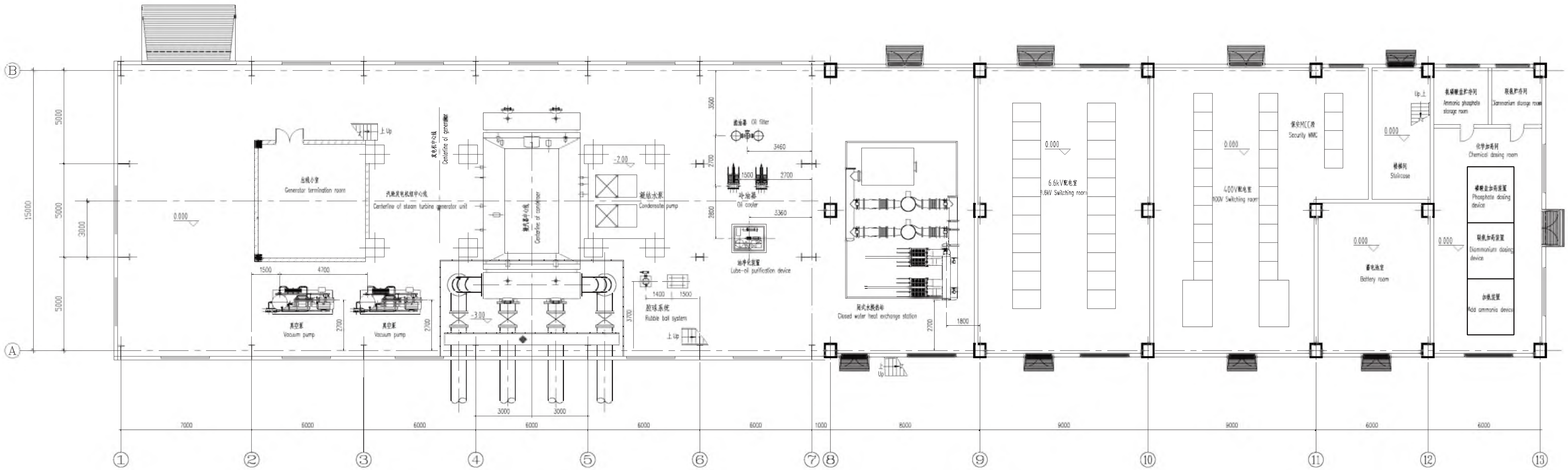
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日期 DATE	2015-03
图号	F292K-A01-10



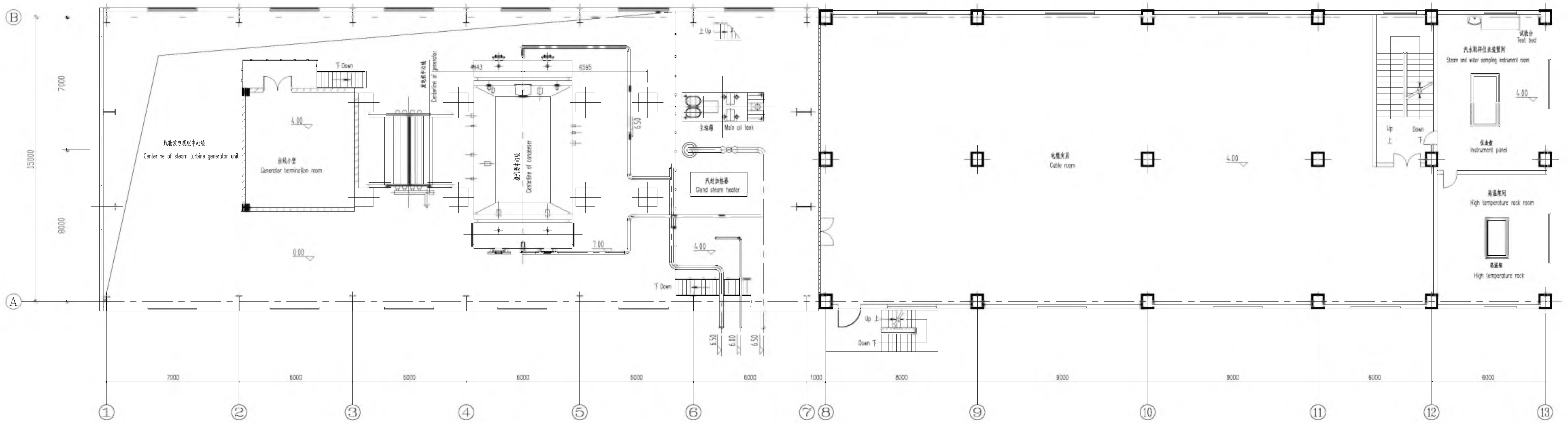
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Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批准 APPROVED BY		燃机及余热锅炉区域规划平面布置图 PLAN LAYOUT OF GTG AND HRSG AREA	
审核 REVIEWED BY			
校核 CHECKED BY			
设计 DESIGNED BY			
比例 SCALE			
日期 DATE	2015-03	图号 DWG NO.	F2921K-A01-11



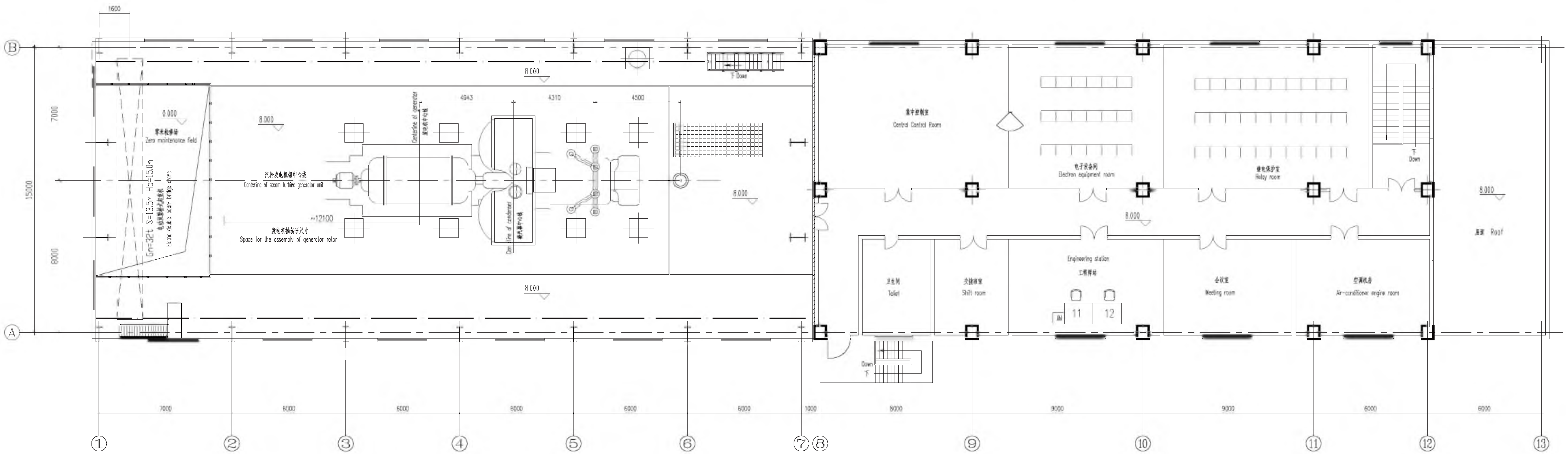
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Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批准 APPROVED BY		燃机及余热锅炉区域规划断面布置图 PLAN SECTION OF GTG AND HRSG AREA	
审核 REVIEWED BY			
校核 CHECKED BY			
设计 DESIGNED BY			
比例 SCALE			
日期 DATE	2015-03	图号 DWG NO. F2921K-A01-12	版次 REV.



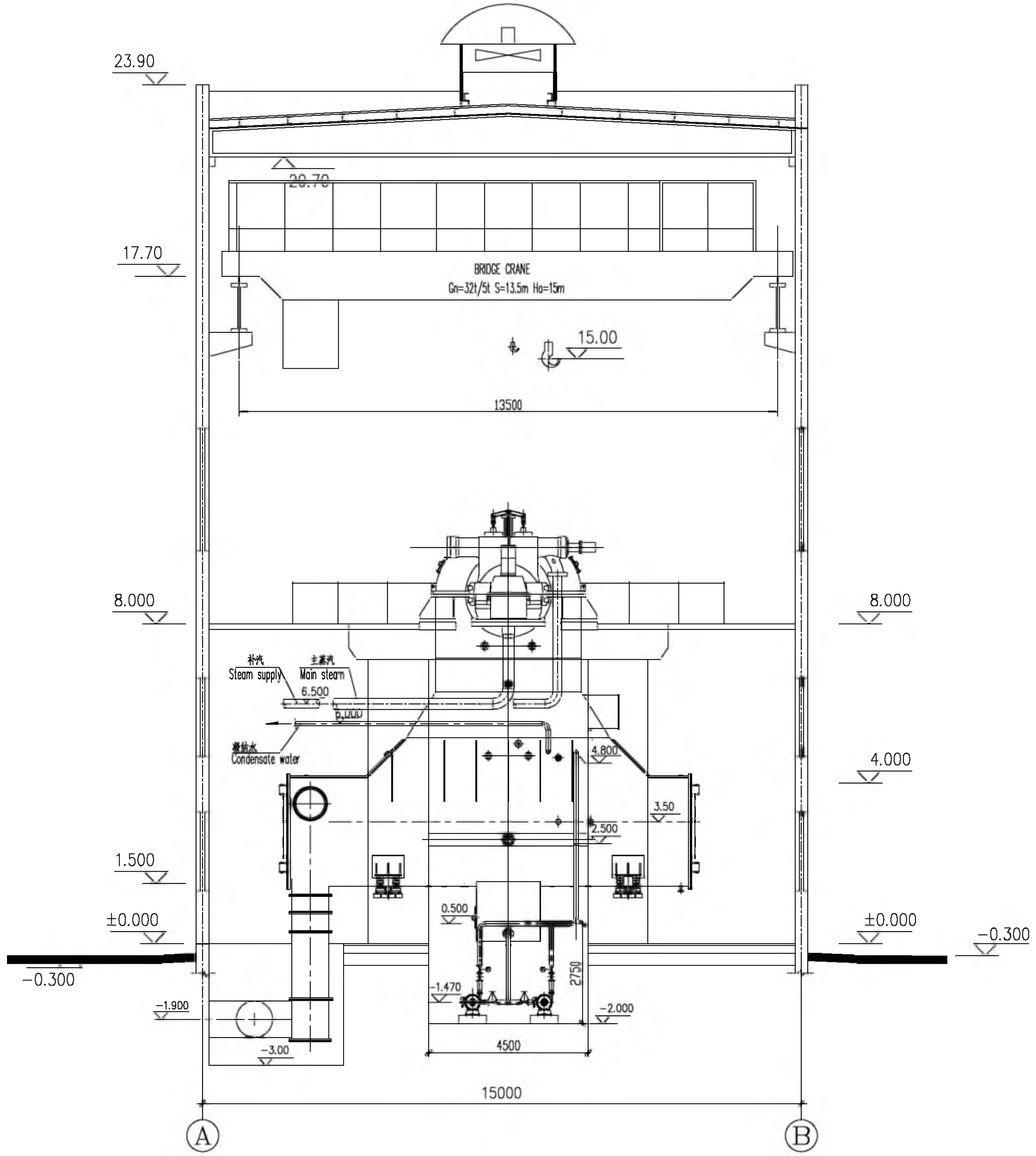
缅甸电力部 Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar			
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中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION		Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant 工程 PROJECT	可研 FEASIBILITY 设计阶段 DESIGN STAGE
批准 APPROVED BY		汽机房及集控楼0m层布置图 0m Layer General Arrangement of Turbine House and Central Control Building	
审核 REVIEWED BY	设计 DESIGNED BY		
	比例 SCALE	1:100	
校核 CHECKED BY	日期 DATE	2015-03	图号 DWG NO. F2921K-A01-13



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批准 APPROVED BY		汽机房及集控楼4m层布置图 4m Layer General Arrangement of Turbine House and Central Control Building	
审核 REVIEWED BY	设计 DESIGNED BY		
	比例 SCALE	1:100	
校核 CHECKED BY	日期 DATE	2015-03	图号 DWG NO. F2921K-A01-14



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批准 APPROVED BY		汽机房及集控楼8m层布置图 8m Layer General Arrangement of Turbine House and Central Control Building	
审核 REVIEWED BY	设计 DESIGNED BY		
	比例 SCALE 1:100		
校核 CHECKED BY	日期 DATE 2015-03	图号 DWG NO F2921K-A01-15	

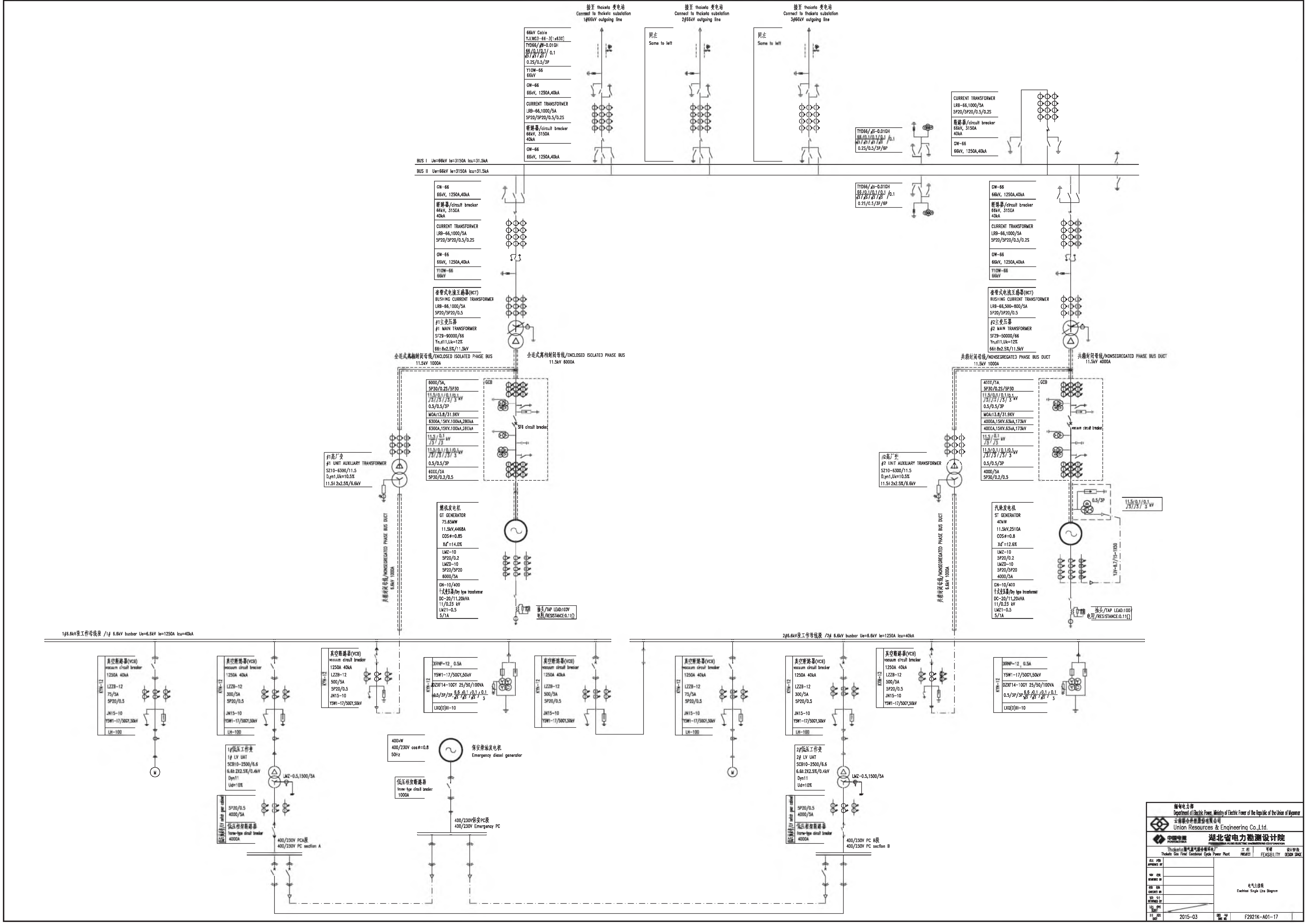


汽机房剖面布置图

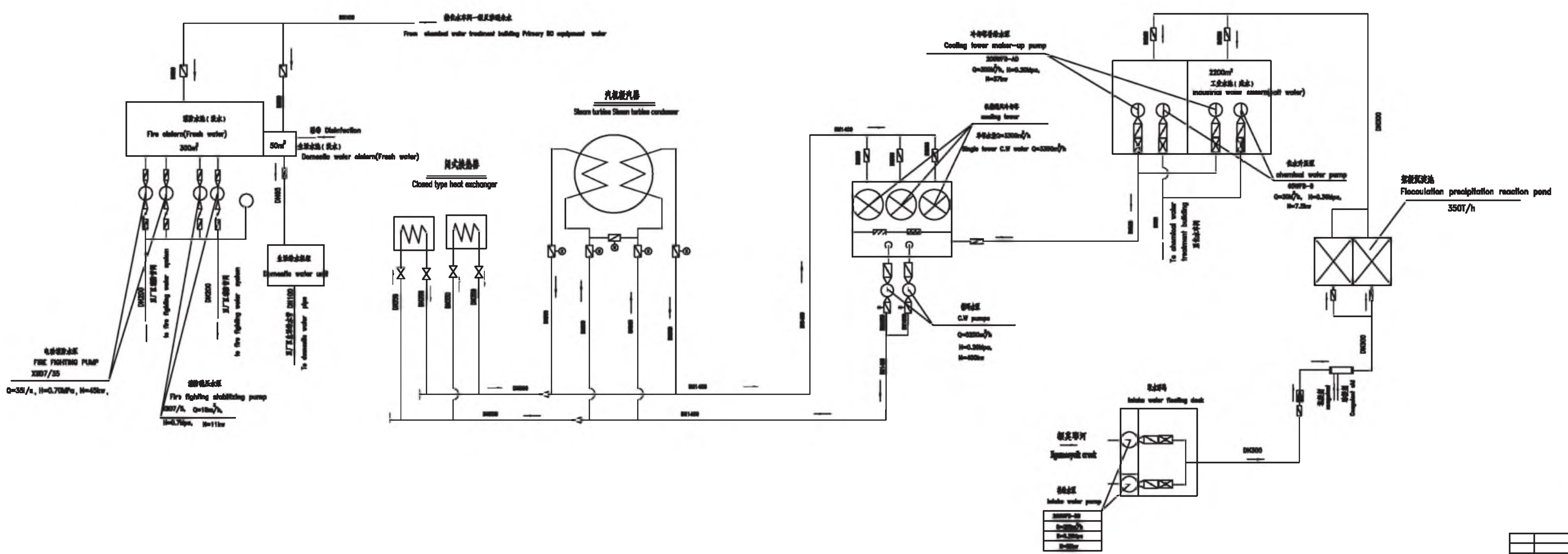
General Arrangement of Turbine House Section

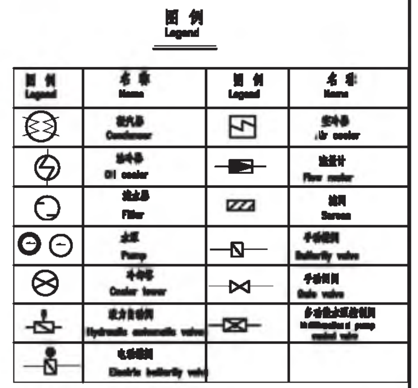
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批准 APPROVED BY		汽机房剖面布置图 General Arrangement of Turbine House Section
审核 REVIEWED BY	设计 DESIGNED BY	
	比例 SCALE 1:100	
校核 CHECKED BY	日期 DATE 2015-03	图号 DWG NO. F2921K-A01-16

专业	会签	会签日期



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云南联合外经股份有限公司 Union Resources & Engineering Co.,Ltd.			
中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION			
Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant	工程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批准 APPROVED BY		电气主接线 Electrical Single Line Diagram	
审核 REVIEWED BY			
校核 CHECKED BY			
设计 DESIGNED BY			
比例 SCALE			
日期 DATE	2015-03	图号 DWG NO.	F2921K-A01-17





说 明:

1.本图为1x40MW汽机发电机组供水系统图。

2.燃机及汽机辅机冷却水、工业水采用闭式循环水系统。

Note:

1.This is for 1x40MW unit's supply water system.

2.Gas turbine and turbine auxiliary equipment cooling water, industrial water use closed circulating water system.

Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar

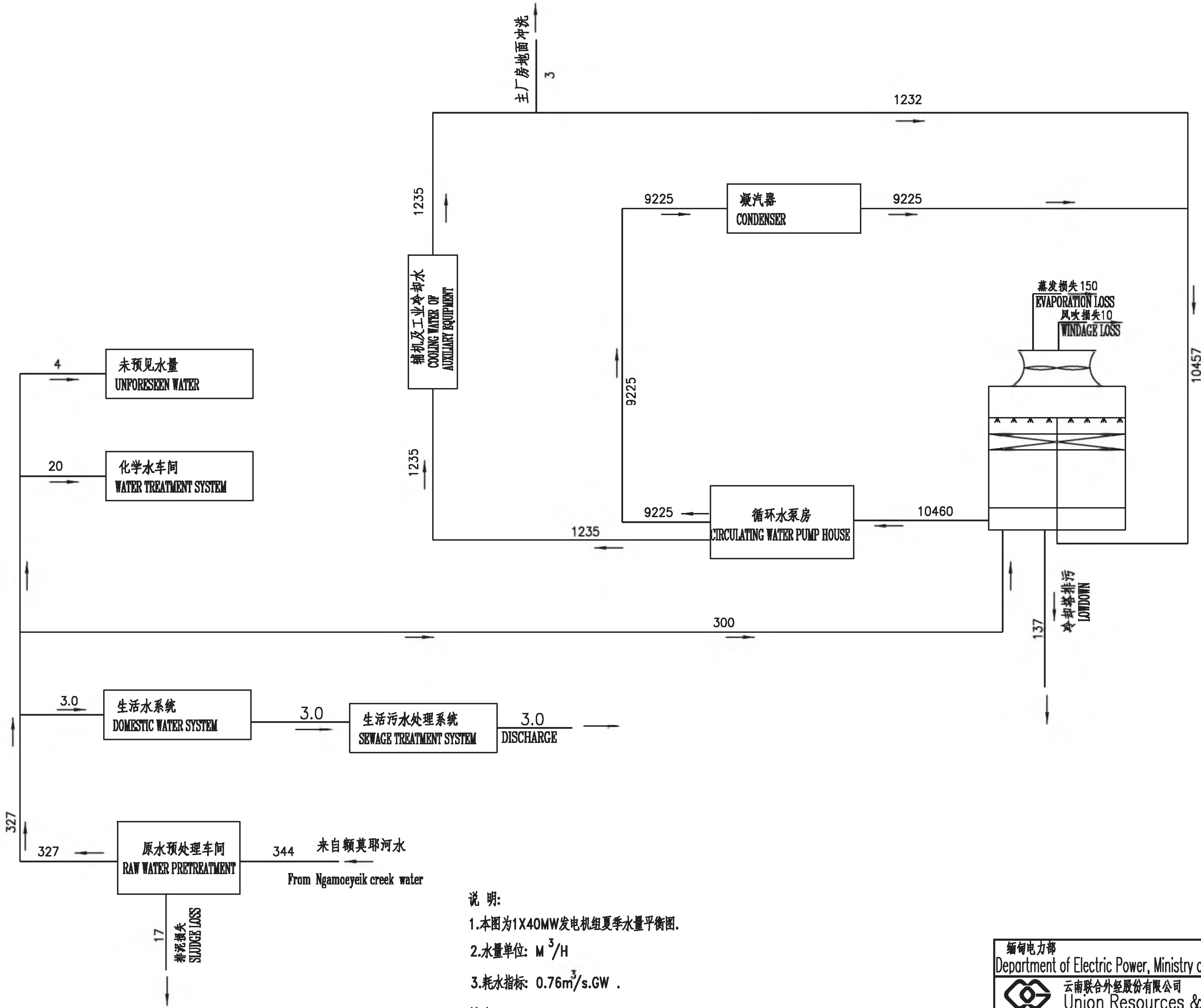
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中国电建 POWERCHINA 湖北省电力勘测设计院

WATER SUPPLY SYSTEM FLOW DIAGRAM

2015-03

F2921K-A01-18



说 明:

1.本图为1X40MW发电机组夏季水量平衡图.

2.水量单位: M^3/H

3.耗水指标: $0.76m^3/s.GW$.

Note:

1.THIS PICTURE SHOWS THE WATER BALANCE FIGURE OF SUMMER 1X40MW UNIT.

2.WATER UNIT: M^3/H

3.The water consumption: $0.76m^3/s.GW$.

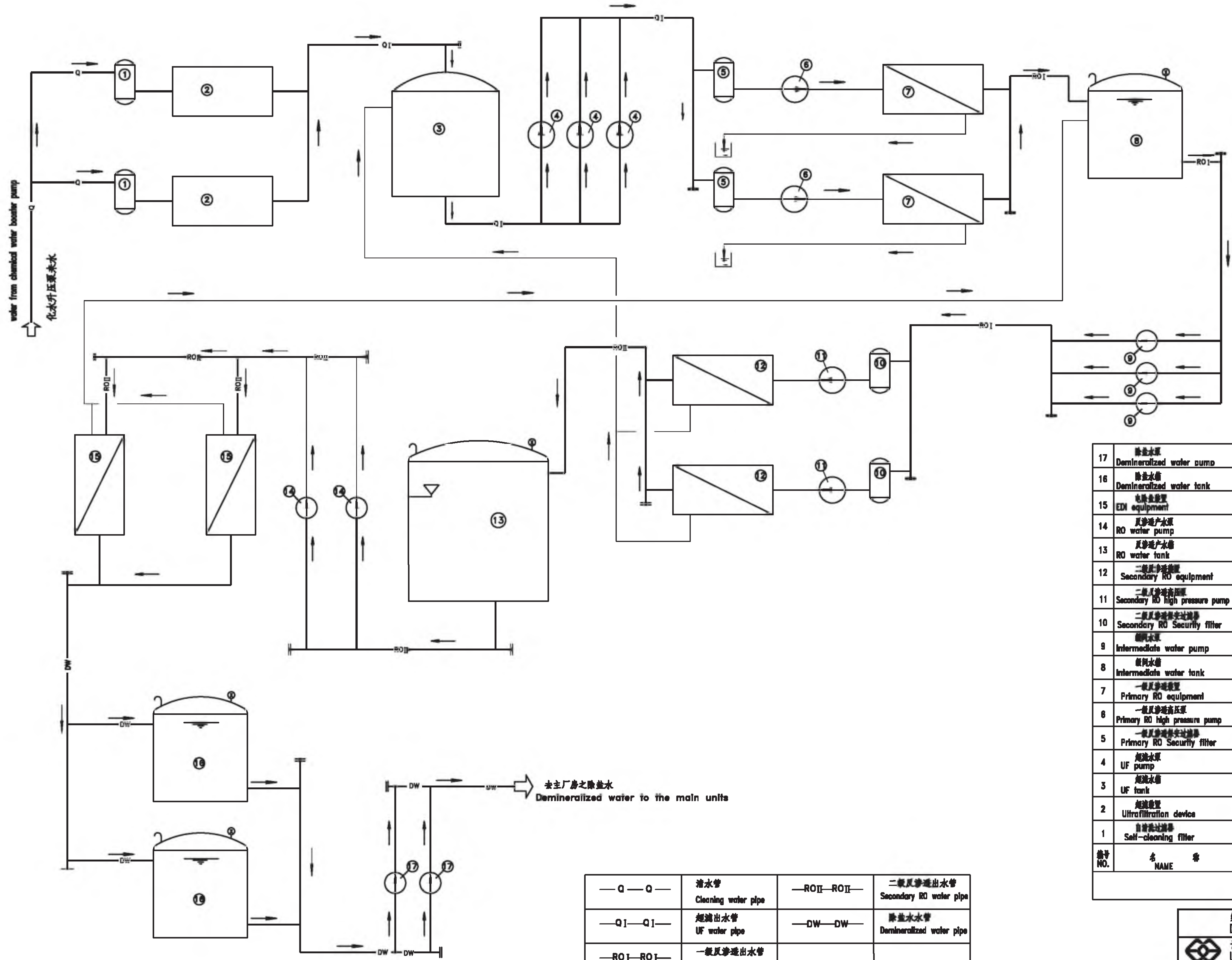
专 业	会 签	会签日期

缅甸电力部
Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar

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Union Resources & Engineering Co.,Ltd.

中国电建 POWERCHINA | 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION | Thaketa燃气蒸气联合循环电厂 Thaketa Gas Fired Combined Cycle Power Plant | 工 程 PROJECT | 可研 FEASIBILITY | 设计阶段 DESIGN STAGE

批 准 APPROVED BY				全厂水量平衡图 WATER BALANCES DIAGRAM
审 核 REVIEWED BY		设 计 DESIGNED BY		
		比 例 SCALE		
校 核 CHECKED BY		日 期 DATE	2015-03	图 号 DWG NO. F2921K-A01-19



17	除盐水泵 Demineralized water pump	$Q=10m^3/h, H=80mH_2O$	台 Set	2	
16	除盐水箱 Demineralized water tank	$V=150m^3$	台 Set	2	
15	电除盐装置 EDI equipment	$Q=9m^3/h$	台 Set	2	
14	反渗透产水泵 RO water pump	$Q=20m^3/h, H=50mH_2O$	台 Set	2	
13	反渗透产水箱 RO water tank	$V=20m^3$	台 Set	1	
12	二级反渗透装置 Secondary RO equipment	$Q=10m^3/h$	台 Set	2	
11	二级反渗透高压泵 Secondary RO high pressure pump	$Q=12.5m^3/h, P=1.4MPa$	套 Set	2	
10	二级反渗透保安过滤器 Secondary RO Security filter	$Q=12.5m^3/h$ 5μm	台 Set	2	
9	中间水泵 Intermediate water pump	$Q=12.5m^3/h, H=32mH_2O$	台 Set	3	
8	中间水箱 Intermediate water tank	$V=20m^3$	台 Set	1	
7	一级反渗透装置 Primary RO equipment	$Q=11.5m^3/h$	台 Set	2	
6	一级反渗透高压泵 Primary RO high pressure pump	$Q=16m^3/h, P=1.45MPa$	套 Set	2	
5	一级反渗透保安过滤器 Primary RO Security filter	$Q=16m^3/h$ 5μm	台 Set	2	
4	超滤水泵 UF pump	$Q=16m^3/h, H=30mH_2O$	台 Set	3	
3	超滤水箱 UF tank	$V=20m^3$	台 Set	1	
2	超滤装置 Ultrafiltration device	$Q=14m^3/h$	套 Set	2	
1	自清洗过滤器 Self-cleaning filter	$Q=15m^3/h$ 100μm	套 Set	2	
编号 NO.	名 称 NAME	型号及规范 TYPE AND SPECIFICATION	单位 UNIT	数量 Q'TY	备 注 REMAKRKS

设 备 明 细 表
LIST OF EQUIPMENTS

—Q—Q—	清水管 Cleaning water pipe	—ROII—ROII—	二级反渗透出水管 Secondary RO water pipe
—QI—QI—	超滤出水管 UF water pipe	—DW—DW—	除盐水水管 Demineralized water pipe
—ROI—ROI—	一级反渗透出水管 Primary RO water pipe		
符 号 SYMBOL	名 称 NAME	符 号 SYMBOL	名 称 NAME

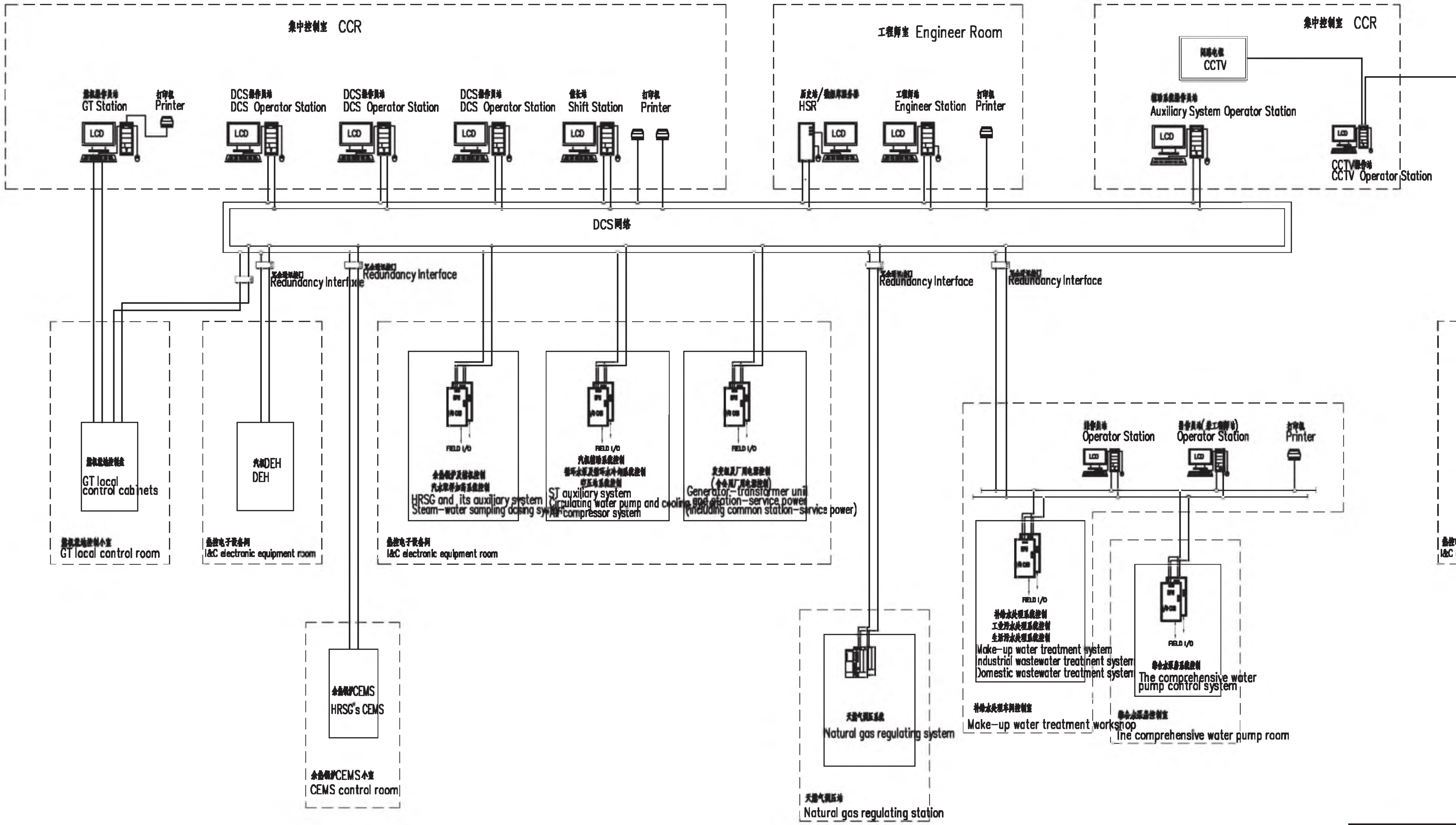
图例
GRAPHIC SYMBOLS LIST

缅甸电力部
Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar

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Union Resources & Engineering Co.,Ltd.

中国电建 POWERCHINA
湖北省电力勘测设计院
POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION

Thaketa燃气蒸汽联合循环电厂工程 Thaketa Gas Fired Combined Cycle Power Plant	工 程 PROJECT	可研 FEASIBILITY	设计阶段 DESIGN STAGE
批 准 APPROVED BY		锅炉补给水处理原则性系统图 Principle system of water treatment	
审 核 REVIEWED BY			
校 核 CHECKED BY			
设 计 DESIGNED BY			
比 例 SCALE			
日 期 DATE	2015-03	图 号 DWG NO.	F2921K-A01-20



缅甸电力部 Department of Electric Power, Ministry of Electric Power of the Republic of the Union of Myanmar		
Union Resources & Engineering Co.,Ltd.		
中国电建 POWERCHINA 湖北省电力勘测设计院 POWERCHINA HUBEI ELECTRIC ENGINEERING CORPORATION		
Thaketa Gas Fired Combined Cycle Power Plant	PROJECT	FEASIBILITY DESIGN STAGE
APPROVED BY		Network Structures of Automation Control System of the Plant
REVIEWED BY		
CHECKED BY		
DESIGNED BY		
SCALE		
DATE	2015-03	F2921K-A01-21

UREC Energy International Limitation Profile

UREC Energy International Limitation ("U Energy" for short) was founded in 2013, which is the wholly-owned subsidiary of UREC. Register capital is: Hong Kong Dollar 100,000,000.00 (In Words: One Hundred Million only) Business scope: investment, trade and related services. In the future, U Energy aims to be a global corporate with social responsibility. Brief Introduction of UREC: Union Resources & Engineering Co., Ltd. (UREC) is incorporated in 2009 by uniting former Yunnan Machinery and Equipment Import and Export Co., Ltd. (YMEC) and previous Yunnan Machinery Import and Export Co., Ltd. (YMC), aiming at creating a firmer platform for business development based on marvelous operating results achieved in the past two decades by YMEC and YMC as well as on the basis of combined reinforcement and taking advantages of YMEC and YMC one another.

Taking Integrated Resources Solution Provider as the Corporate Strategy for growth and development, newly established UREC will strive to become a transnational corporation group in ASEAN member countries on the strength of professional service-integration capability and powerful overseas channels.

UREC has established and maintained extensive techno-economic cooperation and business relationships with almost 100 countries and regions, its accumulated foreign trade volume has exceeded three billion US Dollars, and in particular, great achievements have been made by UREC in ASEAN member countries in the past and it still maintains strong influence on Great Mekong Subregion. Up till present, UREC has established representative offices or subsidiaries in such countries as Cambodia, Laos, Myanmar, Singapore, the United States and Viet Nam as well as such municipalities and cities as Beijing, Hong Kong, Shanghai, Ruili and Hekou in China. Along with the reform and opening up during past three decades in China, UREC has contracted dozens of large and medium-sized projects in the fields of transport, energy, construction, metallurgy, light industry, environmental protection, tourism and real-estate in more than 10 countries and regions in Southeast Asia and America, and maintained long-term and steady partnership with

hundreds of suppliers, designers and builders in China. With expertise in sectors of hydropower plant, power facilities, shipbuilding, shipyard construction, port cargo handling machinery, railway infrastructure and container wharf, UREC has involved in construction of 26 hydropower projects in Myanmar, the United States and Viet Nam, exported several hundreds of vessels, ships, railway locomotives and passenger coaches to Myanmar, Thailand and Vietnam, supplied dozens of large-scale lifting equipment for ten-plus dockyards in Vietnam, and participated in the construction of the biggest shipyard in Vietnam - DZUNG QUAT Shipyard as a general contractor. Furthermore, UREC has taken up in the hydropower development of the Shweli River Basin in Myanmar on BOT basis.

The prime assets of UREC consist of Lakeview Golf Club, Expo. Building and Dali Cangshan Passenger Ropeway as well as shares in Yunnan United Power Development Co., Ltd and Lijiang Yulong Tourism Co., Ltd. In addition, UREC could provide diverse financing methods and channels for project operation thanks to good cooperative records maintained with many financial institutions from home and abroad.

Start fresh every day, newly-emerged UREC is seeking wider space for development and marching toward internationalized and collectivized direction.

Company Address：UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong

Head office Address: 175 Beijing Road Yunnan Foreign Trade Building Kunming Yunnan P.R. China

Contact Manager : Mr. Dong Fan

Tel：86-871-63173302

Date: 3rd June, 2015

Chairman
Myanmar Investment Commission

Subject: **Application for Investment Permit for establishment of foreign joint venture company for carrying out generation of electric power from gas turbine for Phase I in the Republic of the Union of Myanmar under Foreign Investment Law**

Your Excellency,

I, the Promoter, have the honor to submit a proposal together with supporting documents, which have been prepared for establishment of foreign joint venture company under the name of **U Energy Thaketa Power Company Limited** in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out generation of electric power from gas turbine for Phase I at Thaketa Township, Yangon Region, the Republic of the Union of Myanmar.

U Energy Thaketa Power Company Limited will initially carry out generation of electric power from gas turbine for Phase I in the Republic of the Union of Myanmar. The Company has a plan to gradually increase production volume in the Republic of the Union of Myanmar.

The major data regarding the proposed investment are as follows:

(a) Project	:	Generation of electric power from gas turbine for Phase I
(b) Construction Period	:	2 years after receiving MIC Permit
(c) Estimated total employees in regular years	:	Local 25 persons Foreigner 35 persons Total 60 persons
(d) Technique	:	

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(e) System of sales : 100% local sales under Power Purchase Agreement

For the purpose of the above investment, I hereby tender this application for the issuance of Investment Permit according to Section 19 of the Foreign Investment Law.

Having full confidence that our investment in the Republic of the Union of Myanmar will be beneficial to the people of the Republic of the Union of Myanmar and the country, I submit the following supporting documents along with the proposal:

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft of Power Purchase Agreement(PPA)
3. Draft of Lease Agreement for leasing land at Thaketa Township, Yangon Region, the Republic of the Union of Myanmar;
4. Draft Joint Venture Agreement
5. References regarding business and financial standing;
6. Draft of Memorandum of Association and Articles of Association.
7. Draft of Concession Rights.

I also hereby apply for the exemptions and reliefs specified in Section 27 of the Foreign Investment Law as follows:

(a) Income tax exemption for a period of five consecutive years including the year of commencement on commercial scale (to our business). Moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) Exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) Right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) If the goods produced by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accrued from the said export;

(e) Right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(f) Right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) Right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption from income tax as contained in (a) above;

(h) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(i) Exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(j) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in business expanded as such;

(k) Exemption or relief from commercial tax on the goods produced for export;

Since our company will carry out generation of electric power from gas turbine for Phase I, it will require different level of skills to be provided through appropriate trainings to employees.

In addition, certain types of items are also required to be imported to the Republic of the Union of Myanmar as per Investment Plan (Annex-1)

Therefore, I further request Your Excellency to kindly grant exemption from customs duty and all other internal taxes on importation of capital in kind as per Investment Plan (Annex-1).

We would like to further request Your Excellency to allow this foreign Joint Venture Company to open oversea foreign currency bank account so as to be convenient for receiving money for sales of electric power and making payment to the parties located at abroad.

It is my sincere hope that Your Excellency's Commission will be able to give this matter a favorable consideration and also grant approval at the earliest convenience.

Finally, I assure that the proposed investment will be contributing greatly to the economic development of the Republic of the Union of Myanmar.

Yours faithfully,

Mr. Guan Yukun
Promoter of the Proposal

Cash Flow Chart

Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
investment	$121,300	$36,390	$38,937	$45,973												
interest	$4,372	0	$455	$3,917												
total investment		$36,390	$75,782	$125,672												
equity	$36,390	$36,390	0	0												
long-term loan		$0	$39,392	$89,282												
net value of fixed asset				$125,672	$125,672	$119,388	$113,105	$106,821	$100,537	$94,254	$87,970	$81,687	$75,403	$69,119	$62,836	$56,552
available hour					7200	7200	7200	7200	7200	7200	7000	7200	7200	7200	7200	7200
					7200	14400	21600	28800	36000	43200	50200	57400	64600	71800	79000	86200
output					104.25	103.67	103.30	103.02	102.81	102.61	102.40	104.18	103.00	102.75	102.56	102.37
					1.6500%	2.2000%	2.5500%	2.8100%	3.0100%	3.2000%	3.4000%	1.7200%	2.8300%	3.0700%	3.2500%	3.4200%
heat rate					7.8586	7.9093	7.9185	7.9260	7.9324	7.9375	7.9208	7.9081	7.9185	7.9260	7.9323	7.9377
					1.1730%	1.3060%	1.4070%	1.5000%	1.5700%	1.6300%	1.1430%	1.3060%	1.4070%	1.5000%	1.5680%	1.6370%
					0.8865%	1.2395%	1.3565%	1.4535%	1.5350%	1.6000%	1.3865%	1.2245%	1.3565%	1.4535%	1.5340%	1.6025%
power generation	22,128,248				750,607	746,410	743,738	741,754	740,228	738,778	716,772	750,073	741,601	739,770	738,396	737,099
on-grid power	21,486,529				728,840	724,764	722,170	720,243	718,761	717,353	695,986	728,321	720,095	718,316	716,983	715,723
free power	0				0	0	0	0	0	0	0	0	0	0	0	0
power for sell	21,486,529				728,840	724,764	722,170	720,243	718,761	717,353	695,986	728,321	720,095	718,316	716,983	715,723
gas consumption					5,898,693	5,903,594	5,889,265	5,879,173	5,871,788	5,864,037	5,677,412	5,931,689	5,872,343	5,863,445	5,857,200	5,850,853
sales income	$728,393				$24,708	$24,569	$24,482	$24,416	$24,366	$24,318	$23,594	$24,690	$24,411	$24,351	$24,306	$24,263
gas cost	$0				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Revenue	$728,393				$24,708	$24,569	$24,482	$24,416	$24,366	$24,318	$23,594	$24,690	$24,411	$24,351	$24,306	$24,263
commercial taxes	($36,420)				($1,235)	($1,228)	($1,224)	($1,221)	($1,218)	($1,216)	($1,180)	($1,235)	($1,221)	($1,218)	($1,215)	($1,213)
water charges	($5,400)				($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)
repair & maintainance	($113,105)				($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)
personel charges	($32,400)				($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)
material cost	($57,105)				($1,937)	($1,926)	($1,919)	($1,914)	($1,910)	($1,907)	($1,850)	($1,936)	($1,914)	($1,909)	($1,906)	($1,902)
land leasing charge	($1,170)				($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)
other expenses	($4,978)				($170)	($169)	($168)	($167)	($167)	($166)	($159)	($170)	($167)	($167)	($166)	($166)
long-term interest	($52,055)				($7,878)	($7,274)	($6,620)	($5,967)	($5,314)	($4,661)	($4,008)	($3,355)	($2,702)	($2,049)	($1,396)	($743)
current loan interest	$0				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
depreciation	($125,672)				($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)
insurance	($16,494)				($1,571)	($1,492)	($1,414)	($1,335)	($1,257)	($1,178)	($1,100)	($1,021)	($943)	($864)	($785)	($707)
gross profit	$283,595				$564	$1,127	$1,784	$2,459	$3,147	$3,838	$3,945	$5,621	$6,112	$6,792	$7,484	$8,179
income tax	$68,628				$0	$0	$0	$0	$0	$959	$986	$1,405	$1,528	$1,698	$1,871	$2,045
net profit	$214,967				$564	$1,127	$1,784	$2,459	$3,147	$2,878	$2,959	$4,216	$4,584	$5,094	$5,613	$6,134
long-term loan principal payable					$6,847	$7,411	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400
principal remain				$89,282	$82,434	$75,024	$67,624	$60,224	$52,824	$45,424	$38,024	$30,624	$23,224	$15,824	$8,424	$1,024
free power																
DEP	$0				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit payable for loan					$564	$1,127	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116
profit remain					$564	$1,691	$2,807	$3,924	$5,040	$6,157	$7,273	$8,389	$9,506	$10,622	$11,739	$12,855
profit sharing					$0	$0	$668	$1,343	$2,031	$1,762	$1,842	$3,099	$3,468	$3,977	$4,497	$5,018
DEP	$6,449				$0.00	$0.00	$20.03	$40.28	$61	$53	$55	$93	$104	$119	$135	$151
UREC	$208,518				$0	$0	$648	$1,302	$1,970	$1,709	$1,787	$3,006	$3,364	$3,858	$4,362	$4,867
Equity collection																
UREC	$36,390															
	$0															
DEP Income					$0	$0	$20	$40	$61	$53	$55	$93	$104	$119	$135	$151
	NPV(10%)	$1,104														
UREC Income		($36,390)	$0	$0	$0	$0	$648	$1,302	$1,970	$1,709	$1,787	$3,006	$3,364	$3,858	$4,362	$4,867
	NPV(10%)	$37														
	IRR	10.01%														

Cash Flow Chart

Year	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
investment																		
interest																		
total investment																		
equity																		
long-term loan																		
net value of fixed asset	$50,269	$43,985	$37,702	$31,418	$25,134	$18,851	$12,567	$6,284	($0)									
available hour	7200	7000	7200	7200	7200	7200	7200	7000	7200	7200	7200	7200	7200	7200	7000	7200	7200	7200
	93400	100400	107600	114800	122000	129200	136400	143400	150600	157800	165000	172200	179400	186600	193600	200800	208000	215200
output	102.23	102.11	104.04	102.78	102.56	102.36	102.22	102.08	103.99	102.93	102.61	102.42	102.26	102.11	101.97	103.95	102.71	102.50
	3.5600%	3.6700%	1.8500%	3.0400%	3.2500%	3.4300%	3.5700%	3.7000%	1.9000%	2.9000%	3.2000%	3.3800%	3.5300%	3.6700%	3.8000%	1.9300%	3.1000%	3.3000%
heat rate	7.9190	7.9050	7.9174	7.9260	7.9327	7.9383	7.9188	7.9031	7.9148	7.9247	7.9322	7.9381	7.9433	7.9242	7.9100	7.9226	7.9308	7.9334
	1.0910%	1.2770%	1.4100%	1.4970%	1.5800%	1.6420%	1.0790%	1.2400%	1.3800%	1.4930%	1.5710%	1.6460%	1.7040%	1.1555%	1.3400%	1.4800%	1.5480%	1.5480%
	1.3640%	1.1840%	1.3435%	1.4535%	1.5385%	1.6110%	1.3605%	1.1595%	1.3100%	1.4365%	1.5320%	1.6085%	1.6750%	1.4298%	1.2478%	1.4100%	1.5140%	1.5480%
power generation	736,030	714,769	749,081	739,999	738,396	737,022	735,954	714,546	748,699	741,067	738,778	737,404	736,259	735,191	713,804	748,470	739,541	738,014
on-grid power	714,685	694,040	727,357	718,539	716,983	715,649	714,611	693,824	726,987	719,576	717,353	716,019	714,908	713,870	693,104	726,765	718,094	716,612
free power	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
power for sell	714,685	694,040	727,357	718,539	716,983	715,649	714,611	693,824	726,987	719,576	717,353	716,019	714,908	713,870	693,104	726,765	718,094	716,612
gas consumption	5,828,658	5,650,236	5,930,807	5,865,260	5,857,460	5,850,737	5,827,852	5,647,108	5,925,827	5,872,744	5,860,112	5,853,622	5,848,360	5,825,786	5,646,166	5,929,862	5,865,126	5,854,981
sales income	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225	$23,521	$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
gas cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Revenue	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225	$23,521	$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
commercial taxes	($1,211)	($1,176)	($1,233)	($1,218)	($1,215)	($1,213)	($1,211)	($1,176)	($1,232)	($1,220)	($1,216)	($1,214)	($1,212)	($1,210)	($1,175)	($1,232)	($1,217)	($1,215)
water charges	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)	($180)
repair & maintainance	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)	($3,770)
personel charges	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)	($1,080)
material cost	($1,899)	($1,845)	($1,933)	($1,910)	($1,906)	($1,902)	($1,899)	($1,844)	($1,932)	($1,912)	($1,907)	($1,903)	($1,900)	($1,897)	($1,842)	($1,932)	($1,908)	($1,905)
land leasing charge	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)	($39)
other expenses	($165)	($159)	($170)	($167)	($166)	($166)	($165)	($158)	($170)	($167)	($166)	($166)	($166)	($165)	($158)	($169)	($167)	($166)
long-term interest	($88)																	
current loan interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
depreciation	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)										
insurance	($628)	($550)	($471)	($393)	($314)	($236)	($157)	($79)	$0									
gross profit	$8,882	$8,446	$9,498	$9,319	$9,352	$9,391	$9,440	$8,911	$16,242	$16,025	$15,960	$15,921	$15,889	$15,859	$15,252	$16,235	$15,982	$15,939
income tax	$2,221	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228	$4,060	$4,006	$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
net profit	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$7,080	$6,683	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
long-term loan principal p	$1,024																	
principal remain																		
free power																		
DEP	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit payable for loan	$0	$0	$0	$0	$0	$0	($6,572)	($6,284)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit remain	$12,855	$12,855	$12,855	$12,855	$12,855	$12,855	$6,284	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit sharing	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$13,651	$12,967	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
DEP	$200	$190	$214	$210	$210	$211	$410	$389	$365	$361	$359	$358	$358	$357	$343	$365	$360	$359
UREC	$6,462	$6,144	$6,910	$6,779	$6,803	$6,832	$13,242	$12,578	$11,816	$11,658	$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$11,627	$11,595
Equity collection																		
UREC	$5,260	$6,284	$6,284	$6,284	$6,284	$6,284	($288)											
DEP Income	$200	$190	$214	$210	$210	$211	$410	$389	$365	$361	$359	$358	$358	$357	$343	$365	$360	$359
UREC Income	$11,722	$12,428	$13,193	$13,063	$13,087	$13,116	$12,954	$12,578	$11,816	$11,658	$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$11,627	$11,595

GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF ELECTRICITY AND ENERGY

DEPARTMENT OF ELECTRIC POWER PLANNING

Letter No- Thermal (UREC)(097)/2016

Date - April, 7, 2016

To

Mr. Dong Fan

Vice President

U Energy International Co.,Ltd.

Subject : **Replacement of Director for U Energy Thaketa Power Company Limited**

Dear Mr. Dong Fan,

Regarding the captioned subject, we would like to replace a member of Board of Director from Ministry of Electricity and Energy that U khin Maung Win, Director General, Department of Electric Power Planning, who has already retired on 14th January, 2016, will be replaced by Daw Mi Mi Khaing, Director General, Department of Electric Power Planning.

In this connection, U Energy Thaketa Power Company Limited is to take necessary arrangement for discussions in coming Board of Directors (BOD) meeting.

Your further cooperation will be highly appreciated.

Your sincerely,

7/4/2016

Mi Mi Khaing

Director General,

Department of Electric Power Planning

中国银行
BANK OF CHINA

单位存款证明
CERTIFICATE OF CORPORATE DEPOSIT

编号：
No. A 1107107

致：______________________

应______________________（单位名）的要求，我行证

明：______________________（单位名）在我行的存款账户

☑截止到______年____月____日有如下余额：

☐从______年____月____日到______年____月____日期间每日余额均不低于：

To： Union Resources & Engineering Co.,Ltd.

Requested by Union Resources & Engineering Co.,Ltd. (corporate name), we hereby certify that Union Resources & Engineering Co.,Ltd (corporate name) has maintained account(s) with our bank, and

☑up to 2015/March/31 (YYYY/MM/DD), deposit balances are as follows：

☐from ______________ (YYYY/MM/DD) to ______________ (YYYY/MM/DD), deposit balances are no lower than：

账号 Account No.	货币/金额（小写） Amount in Figures	货币/金额（大写） Amount in Words	是否已质押或被冻结？ If it has been pledged or frozen?
134000417658	CNY30,670,194.58	RMBThirty million, six hundred and seventy thousand, one hundred and ninety-four and cents fifty-eight only.	NO
合计金额（大写）： Total Amount in Words：			

此存款证明不作为质押、担保之用，由此引起的后果，我行不负任何责任。本证明不得进行任何涂改，涂改后的证明无效。

This certificate is not permitted to be used as guarantee or pledge in any purpose. We do not hold any liability for the consequences involved thereby. This certificate cannot be modified or altered. If modified or altered, it will lose validity automatically.

中国银行股份有限公司______________分行
Bank of China Limited Yunnan Branch

（盖章）
（SEAL）

2015.04.01 业务专用章 (31)

年 月 日
YYYY MM DD

THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF ELECTRICITY AND ENERGY

DEPARTMENT OF ELECTRIC POWER PLANNING

Letter No- Thermal (UREC)(117)/2016

Date - 2, May, 2016

To

U Energy Thaketa Power Co., Ltd

Subject : **Reply for the new director's NRC Copy of JV Company for 500 MW Combined Cycle Power Plant Yangon Thaketa**

Reference : UREC Letter No. 045-YGGTP- DEPP dated on (1-5-2016)

According to your above reference letter, we reply the new director's NRC copy who is Daw Mi Mi Khaing, Director General, Department of Electric Power Planning for the better proceeding work of JV company.

Attachment; the NRC copy of Daw Mi Mi Khaing
Director General
Department of Electric Power Planning

Best Regards,

2/5/2016

Mi Mi Khaing

Director General,

Department of Electric Power Planning

Ministry of Electricity and Energy

Profit and Loss Statement

unit: 1000 USD

Year	Total	0	1	2	3	4	5	6	7	8	9	10
net sales income	$728,393			$0	$24,708	$24,569	$24,482	$24,416	$24,366	$24,318	$23,594	$24,690
commercial taxes	($36,420)			$0	($1,235)	($1,228)	($1,224)	($1,221)	($1,218)	($1,216)	($1,180)	($1,235)
cost (except gas)	($408,379)			$0	($22,909)	($22,214)	($21,474)	($20,736)	($20,000)	($19,265)	($18,469)	($17,834)
gross profit	$283,595			$0	$564	$1,127	$1,784	$2,459	$3,147	$3,838	$3,945	$5,621
income taxes	$68,628			$0	$0	$0	$0	$0	$0	$959	$986	$1,405
net profit	$214,967			$0	$564	$1,127	$1,784	$2,459	$3,147	$2,878	$2,959	$4,216
retained earning for principle				$0	$564	$1,127	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116
profit payable	$214,967			$0	$0	$0	$668	$1,343	$2,031	$1,762	$1,842	$3,099
DEP	$6,449			$0	$0	$0	$20	$40	$61	$53	$55	$93
UREC	$208,518			$0	$0	$0	$648	$1,302	$1,970	$1,709	$1,787	$3,006

Profit and Loss Statement

unit: 1000 USD

Year	11	12	13	14	15	16	17	18	19	20	21
net sales income	$24,411	$24,351	$24,306	$24,263	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225
commercial taxes	($1,221)	($1,218)	($1,215)	($1,213)	($1,211)	($1,176)	($1,233)	($1,218)	($1,215)	($1,213)	($1,211)
cost (except gas)	($17,078)	($16,342)	($15,606)	($14,871)	($14,134)	($13,906)	($13,927)	($13,822)	($13,739)	($13,656)	($13,574)
gross profit	$6,112	$6,792	$7,484	$8,179	$8,882	$8,446	$9,498	$9,319	$9,352	$9,391	$9,440
income taxes	$1,528	$1,698	$1,871	$2,045	$2,221	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360
net profit	$4,584	$5,094	$5,613	$6,134	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$7,080
retained earning for princip	$1,116	$1,116	$1,116	$1,116	$0	$0	$0	$0	$0	$0	($6,572)
profit payable	$3,468	$3,977	$4,497	$5,018	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$13,651
DEP	$104	$119	$135	$151	$200	$190	$214	$210	$210	$211	$410
UREC	$3,364	$3,858	$4,362	$4,867	$6,462	$6,144	$6,910	$6,779	$6,803	$6,832	$13,242

Profit and Loss Statement

unit: 1000 USD

Year	22	23	24	25	26	27	28	29	30	31	32
net sales income	$23,521	$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
commercial taxes	($1,176)	($1,232)	($1,220)	($1,216)	($1,214)	($1,212)	($1,210)	($1,175)	($1,232)	($1,217)	($1,215)
cost (except gas)	($13,434)	($7,171)	($7,149)	($7,142)	($7,138)	($7,135)	($7,132)	($7,069)	($7,170)	($7,144)	($7,140)
gross profit	$8,911	$16,242	$16,025	$15,960	$15,921	$15,889	$15,859	$15,252	$16,235	$15,982	$15,939
income taxes	$2,228	$4,060	$4,006	$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
net profit	$6,683	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
retained earning for princip	($6,284)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit payable	$12,967	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
DEP	$389	$365	$361	$359	$358	$358	$357	$343	$365	$360	$359
UREC	$12,578	$11,816	$11,658	$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$11,627	$11,595

Date: 3rd June, 2015

Undertaking

Our Company, **U Energy Thaketa Power Company Limited,** undertakes to comply as follows:

- That the revenue in foreign currency and in Kyat earned from the operation of the proposed project, will be deposited into the Company's bank accounts in foreign currency and in Kyat to be opened with Myanmar Foreign Trade Bank (MFTB) or Myanma Investment and Commercial Bank (MICB) or other suitable authorized private banks; to a USD denominated bank account held with an Approved Account Institution in Singapore or in another country (PPA Article 18.3.1)

- That required amount of salaries and other expenses in Kyat will be paid out of Kyat income. Salaries and Expenses in foreign currency will be paid out of foreign currency income. If foreign currency income does not meet expenses in foreign currency, the deficit will be paid after exchanging Kyat income into foreign currency at the official licensed money changers. If Kyat income does not meet expenses in Kyat, the deficit will be paid after exchanging foreign income into Kyat at the official licensed money changers.

Signature :
Name : Mr. Guan Yukun
Designation : Promoter of the Proposal

175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING Kunming Yunnan P. R. China
TEL: +86-871-63164879 FAX: +86-871-63136829
Site: www.urec.com.cn P.C: 650011

UNDERTAKING

- Our Company, **U Energy Thaketa Power Company Limited,** undertakes that the Company will take responsibility to deduct income tax from the salary of each of its staff if the total salary of that staff exceeds Ks. 2,000,000 per annum after deducting legitimate allowances in compliance with the provision of the Myanmar Income-tax Law, Rules and Regulations and Union Taxation Law.

Signature : [signature]
Name : Mr. Guan Yukun
Designation : Promoter of the Proposal

Total Cost Estimate

unit: 1000 USD

Year	Total	0	1	2	3	4	5	6	7	8	9	10
gas charges	$0			$0	$0	$0	$0	$0	$0	$0	$0	$0
water charges	$5,400			$0	$180	$180	$180	$180	$180	$180	$180	$180
repair & maintenance	$113,105			$0	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770
personnel charges	$32,400			$0	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080
material cost	$57,105			$0	$1,937	$1,926	$1,919	$1,914	$1,910	$1,907	$1,850	$1,936
land leasing charge	$1,170			$0	$39	$39	$39	$39	$39	$39	$39	$39
other expenses	$4,978			$0	$170	$169	$168	$167	$167	$166	$159	$170
long-term loan interest	$52,055			$0	$7,878	$7,274	$6,620	$5,967	$5,314	$4,661	$4,008	$3,355
current loan interest	$0			$0	$0	$0	$0	$0	$0	$0	$0	$0
insurance	$16,494			$0	$1,571	$1,492	$1,414	$1,335	$1,257	$1,178	$1,100	$1,021
depreciation	$125,672			$0	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
Total	$408,379			$0	$22,909	$22,214	$21,474	$20,736	$20,000	$19,265	$18,469	$17,834
cost (except of gas)				$0	$22,909	$22,214	$21,474	$20,736	$20,000	$19,265	$18,469	$17,834
cost (except of gas and depreciation)				$0	$16,625	$15,930	$15,190	$14,453	$13,717	$12,981	$12,186	$11,551
cost (except of gas and long-term loan interest)				$0	$15,031	$14,940	$14,854	$14,769	$14,687	$14,604	$14,461	$14,479

Total Cost Estimate

unit: 1000 USD

Year	11	12	13	14	15	16	17	18	19	20	21
gas charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
water charges	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180
repair & maintenance	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770
personnel charges	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080
material cost	$1,914	$1,909	$1,906	$1,902	$1,899	$1,845	$1,933	$1,910	$1,906	$1,902	$1,899
land leasing charge	$39	$39	$39	$39	$39	$39	$39	$39	$39	$39	$39
other expenses	$167	$167	$166	$166	$165	$159	$170	$167	$166	$166	$165
long-term loan interest	$2,702	$2,049	$1,396	$743	$88	$0	$0	$0	$0	$0	$0
current loan interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
insurance	$943	$864	$785	$707	$628	$550	$471	$393	$314	$236	$157
depreciation	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
Total	$17,078	$16,342	$15,606	$14,871	$14,134	$13,906	$13,927	$13,822	$13,739	$13,656	$13,574
cost (except of gas)	$17,078	$16,342	$15,606	$14,871	$14,134	$13,906	$13,927	$13,822	$13,739	$13,656	$13,574
cost (except of gas and dep	$10,795	$10,058	$9,323	$8,587	$7,851	$7,622	$7,643	$7,538	$7,455	$7,373	$7,291
cost (except of gas and lon	$14,376	$14,292	$14,210	$14,128	$14,046	$13,906	$13,927	$13,822	$13,739	$13,656	$13,574

Total Cost Estimate

unit: 1000 USD

Year	22	23	24	25	26	27	28	29	30	31	32
gas charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
water charges	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180
repair & maintenance	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770	$3,770
personnel charges	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080	$1,080
material cost	$1,844	$1,932	$1,912	$1,907	$1,903	$1,900	$1,897	$1,842	$1,932	$1,908	$1,905
land leasing charge	$39	$39	$39	$39	$39	$39	$39	$39	$39	$39	$39
other expenses	$158	$170	$167	$166	$166	$166	$165	$158	$169	$167	$166
long-term loan interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
current loan interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
insurance	$79	($0)	$0	$0	$0	$0	$0	$0	$0	$0	$0
depreciation	$6,284	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	$13,434	$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140
cost (except of gas)	$13,434	$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140
cost (except of gas and dep	$7,150	$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140
cost (except of gas and lon	$13,434	$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140

Undertaking regarding Maintenance of Environment

U Energy Thaketa Power Company Limited will follow all disciplines regarding maintenance of environment set by the Ministry of Environmental Conservation and Forestry.

U Energy Thaketa Power Company Limited will maintain Environmental Standards regarding (a) Waste Water (b) Waste Gas, Offensive Smell and Dust (c) Noise, set by the Lessor.

U Energy Thaketa Power Company Limited will conduct (a) Environmental Impact Control (b) Environmental Monitoring Plan and (c) Environmental Management in the Facilities in accordance with ENVIRONMENTAL CODES.

Signature :
Name : Mr. Guan Yukun
Designation : Promoter of the Proposal

Repayment of Long-term Loan and Interest

unit: 1000 USD

Year	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**
loan repayment with interest																
long-term loan	$0	$39,392	$89,282	$89,282	$82,434	$75,024	$67,624	$60,224	$52,824	$45,424	$38,024	$30,624	$23,224	$15,824	$8,424	$1,024
interest	$0	$455	$0	$7,878	$7,274	$6,620	$5,967	$5,314	$4,661	$4,008	$3,355	$2,702	$2,049	$1,396	$743	$88
loan with interest repayable			$0	$14,725	$14,685	$14,020	$13,367	$12,714	$12,061	$11,408	$10,755	$10,102	$9,449	$8,796	$8,143	$1,112
loan principal repayable			$0	$6,847	$7,411	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$1,024
fund source for repayment																
net profit			$0	$564	$1,127	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$1,116	$0
depreciation			$0	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$1,024
interest expenditure			$0	$7,878	$7,274	$6,620	$5,967	$5,314	$4,661	$4,008	$3,355	$2,702	$2,049	$1,396	$743	$88
sub-total:			$0	$14,725	$14,685	$14,020	$13,367	$12,714	$12,061	$11,408	$10,755	$10,102	$9,449	$8,796	$8,143	$1,112
loan repayment period	**13.96**	years														

3rd June , 2015

Chairman
Myanmar Investment Commission

Subject: **Undertaking regarding Corporate Social Responsibilities (CSR) of U Energy Thaketa Power Company Limited.**

Your Excellency,

Our Company, U Energy Thaketa Power Company Limited, undertakes that 1% of Net Profit earned from our business will be contributed towards Corporate Social Responsibilities (CSR) in the Republic of the Union of Myanmar.

Signature :
Name : Mr. Guan Yukun
Designation : Promoter of the Proposal

175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING Kunming Yunnan P. R. China
TEL: +86-871-63164879 FAX: +86-871-63136829
Site: www.urec.com.cn P.C: 650011

Funds Provided and Application

unit: 1000 USD

Year	Total	0	1	2	3	4	5	6	7	8	9
Cash in											
net profit	$214,967			$0	$564	$1,127	$1,784	$2,459	$3,147	$2,878	$2,959
depreciation	$125,672			$0	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
long-term loan	$89,282		$39,392	$49,890							
current loan	$0										
equity	$36,390	$36,390									
other short loan	$0										
sub-total	**$466,310**	**$36,390**	**$39,392**	**$49,890**	**$6,847**	**$7,411**	**$8,068**	**$8,743**	**$9,431**	**$9,162**	**$9,242**
Cash out											
fixed assets investment	$121,300	$36,390	$38,937	$45,973							
interest in construction period	$4,372		$455	$3,917							
current capital	$0										
repayment of long-term loan	$89,282			$0	$6,847	$7,411	$7,400	$7,400	$7,400	$7,400	$7,400
repayment of current loan	$0										
repayment of short-term loan	$0										
repayment for equity	$36,390			$0	$0	$0	$0	$0	$0	$0	$0
profit payable	$214,967			$0	$0	$0	$668	$1,343	$2,031	$1,762	$1,842
sub-total	**$466,310**	**$36,390**	**$39,392**	**$49,890**	**$6,847**	**$7,411**	**$8,068**	**$8,743**	**$9,431**	**$9,162**	**$9,242**

Funds Provided and Application

unit: 1000 USD

Year	10	11	12	13	14	15	16	17	18	19	20	21
Cash in												
net profit	$4,216	$4,584	$5,094	$5,613	$6,134	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$7,080
depreciation	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
long-term loan												
current loan												
equity												
other short loan												
sub-total	**$10,499**	**$10,868**	**$11,377**	**$11,897**	**$12,418**	**$12,945**	**$12,618**	**$13,407**	**$13,273**	**$13,297**	**$13,327**	**$13,363**
Cash out												
fixed assets investment												
interest in construction period												
current capital												
repayment of long-term loan	$7,400	$7,400	$7,400	$7,400	$7,400	$1,024	$0	$0	$0	$0	$0	$0
repayment of current loan												
repayment of short-term loan												
repayment for equity	$0	$0	$0	$0	$0	$5,260	$6,284	$6,284	$6,284	$6,284	$6,284	($288)
profit payable	$3,099	$3,468	$3,977	$4,497	$5,018	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$13,651
sub-total	**$10,499**	**$10,868**	**$11,377**	**$11,897**	**$12,418**	**$12,945**	**$12,618**	**$13,407**	**$13,273**	**$13,297**	**$13,327**	**$13,363**

Funds Provided and Application

unit: 1000 USD

Year	22	23	24	25	26	27	28	29	30	31	32
Cash in											
net profit	$6,683	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
depreciation	$6,284	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
long-term loan											
current loan											
equity											
other short loan											
sub-total	**$12,967**	**$12,181**	**$12,019**	**$11,970**	**$11,941**	**$11,917**	**$11,894**	**$11,439**	**$12,176**	**$11,987**	**$11,954**
Cash out											
fixed assets investment											
interest in construction period											
current capital											
repayment of long-term loan	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
repayment of current loan											
repayment of short-term loan											
repayment for equity	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
profit payable	$12,967	$12,181	$12,019	$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
sub-total	**$12,967**	**$12,181**	**$12,019**	**$11,970**	**$11,941**	**$11,917**	**$11,894**	**$11,439**	**$12,176**	**$11,987**	**$11,954**

Social Welfare Programmes for Workforce of U Energy Thaketa Power Company Limited

1. The Company will provide adequate water and purified drinking water to the employees and arrange working environment with adequate light and good ventilation.
2. The Company will provide toilets sufficiently to match the numbers of employees.
3. The Company will make sure that all employees register with the Social Security Scheme according to the law in order to enjoy benefits granted by the Scheme.
4. The Company will set up a first- aid kit and provide a car for emergency cases.
5. Overtime allowance will be paid to relevant employees, who need to work overtime, in compliance with the law.
6. The Company will provide uniforms to the employees who work at the factory.
7. The Company will arrange transportation for the employees to and from the work site by paying transportation allowance or providing ferry.
8. The Company will pay bonus to the employees based on the company's profit earning and job performance of the employees.

Cash Flow of Entire Investment

unit: 1000USD

Year		0	1	2	3	4	5	6	7	8
Cash inflow										
net sales income	$728,393			$0	$24,708	$24,569	$24,482	$24,416	$24,366	$24,318
depreciation	$125,672			$0	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
reclaim surplus of fixed assets										
reclaim current fund										
sub-total	**$854,065**	$0	$0	$0	$30,991	$30,853	$30,765	$30,700	$30,650	$30,602
Cash outflow										
fixed assets investment	$121,300	$36,390	$38,937	$45,973						
current fund										
commercial taxes	$36,420			$0	$1,235	$1,228	$1,224	$1,221	$1,218	$1,216
cost (except of gas and long-term loa	$356,324			$0	$15,031	$14,940	$14,854	$14,769	$14,687	$14,604
income taxes	$68,628			$0	$0	$0	$0	$0	$0	$959
DEP sharing	$8,011			$0	$253	$252	$252	$253	$254	$226
sub-total	**$590,683**	$36,390	$38,937	$45,973	$16,519	$16,421	$16,330	$16,243	$16,159	$17,005
Net cash flow		($36,390)	($38,937)	($45,973)	$14,472	$14,432	$14,435	$14,457	$14,491	$13,597
Accumulated net cash flow		($36,390)	($75,327)	($121,300)	($106,828)	($92,396)	($77,961)	($63,504)	($49,013)	($35,416)
Internal rate of return	**9.55%**									
NPV (10%)	**($3,948)**									
Investment return period	**10.64**	years								
Net cash flow before income taxes		($36,390)	($38,937)	($45,973)	$14,472	$14,432	$14,435	$14,457	$14,491	$14,556
Accumulated net cash flow before income taxes		($36,390)	($75,327)	($121,300)	($106,828)	($92,396)	($77,961)	($63,504)	($49,013)	($34,457)
Internal rate of return	**10.52%**									
NPV (10%)	**$4,942**									
Investment return period	**10.36**	years								

9	10	11	12	13	14	15	16	17	18	19	20	21	22
$23,594	$24,690	$24,411	$24,351	$24,306	$24,263	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225	$23,521
$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284	$6,284
$29,877	$30,974	$30,695	$30,635	$30,589	$30,547	$30,511	$29,812	$30,941	$30,642	$30,589	$30,544	$30,509	$29,804
$1,180	$1,235	$1,221	$1,218	$1,215	$1,213	$1,211	$1,176	$1,233	$1,218	$1,215	$1,213	$1,211	$1,176
$14,461	$14,479	$14,376	$14,292	$14,210	$14,128	$14,046	$13,906	$13,927	$13,822	$13,739	$13,656	$13,574	$13,434
$986	$1,405	$1,528	$1,698	$1,871	$2,045	$2,221	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228
$209	$227	$219	$214	$210	$206	$202	$190	$214	$210	$210	$211	$212	$200
$16,836	$17,346	$17,344	$17,422	$17,507	$17,592	$17,680	$17,384	$17,748	$17,579	$17,502	$17,428	$17,358	$17,038
$13,041	$13,627	$13,351	$13,212	$13,083	$12,955	$12,831	$12,428	$13,193	$13,063	$13,087	$13,116	$13,151	$12,766
($22,375)	($8,748)	$4,604	$17,816	$30,899	$43,853	$56,684	$69,112	$82,306	$95,369	$108,456	$121,571	$134,722	$147,488
$14,027	$15,033	$14,879	$14,910	$14,954	$15,000	$15,052	$14,539	$15,568	$15,393	$15,425	$15,464	$15,511	$14,994
($20,429)	($5,397)	$9,483	$24,393	$39,347	$54,346	$69,398	$83,937	$99,505	$114,897	$130,322	$145,786	$161,297	$176,291

23	24	25	26	27	28	29	30	31	32
$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
$1,232	$1,220	$1,216	$1,214	$1,212	$1,210	$1,175	$1,232	$1,217	$1,215
$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140
$4,060	$4,006	$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
$365	$361	$359	$358	$358	$357	$343	$365	$360	$359
$12,829	$12,735	$12,707	$12,690	$12,676	$12,663	$12,400	$12,826	$12,716	$12,698
$11,816	$11,658	$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$11,627	$11,595
$159,304	$170,963	$182,574	$194,157	$205,716	$217,253	$228,349	$240,160	$251,787	$263,382
$15,876	$15,665	$15,601	$15,563	$15,531	$15,502	$14,909	$15,870	$15,622	$15,580
$192,167	$207,832	$223,433	$238,996	$254,528	$270,029	$284,938	$300,808	$316,431	$332,011

Fire Prevention Plan of U Energy Thaketa Power Company Limited

1. Furnish with fire alarm system.
2. Provide training to employees about prevention of fire and method of extinguishing the fire.
3. Set up fire extinguishers.
4. Inspect fire extinguishers once a month.
5. Dedicate to cleanliness and tidiness in the office for fire prevention.
6. Set security cameras.
7. Instruct to smoke in smoking area only.
8. Inspect electric wires once a month.

Cash Flow of Equity

unit: 1000 USD

Year		0	1	2	3	4	5	6	7	8	9
Cash inflow											
sales income	$728,393			$0	$24,708	$24,569	$24,482	$24,416	$24,366	$24,318	$23,594
reclaim surplus of fixed assets											
reclaim current funds											
sub-total	**$728,393**	$0	$0	$0	$24,708	$24,569	$24,482	$24,416	$24,366	$24,318	$23,594
Cash outflow											
equity	$36,390	$36,390	$0	$0							
commercial taxes	$35,382			$0	$1,235	$1,228	$1,224	$1,221	$1,218	$1,216	$1,180
loan payable	$89,282			$0	$6,847	$7,411	$7,400	$7,400	$7,400	$7,400	$7,400
cost (except of gas and depreciati	$282,707			$0	$16,625	$15,930	$15,190	$14,453	$13,717	$12,981	$12,186
income taxes	$68,628			$0	$0	$0	$0	$0	$0	$959	$986
DEP sharing	$6,449			$0	$0	$0	$20	$40	$61	$53	$55
sub-total	**$518,838**	$36,390	$0	$0	$24,708	$24,569	$23,834	$23,114	$22,396	$22,609	$21,807
Net cash flow		($36,390)	$0	$0	$0	$0	$648	$1,302	$1,970	$1,709	$1,787
Accumulated net cash flow		($36,390)	($36,390)	($36,390)	($36,390)	($36,390)	($35,742)	($34,440)	($32,470)	($30,761)	($28,974)
Internal rate of return	**10.02%**										
NPV (10%)	**$87**										
Investment return period	**15.96**	years									
Net cash flow before income taxes		($36,390)	$0	$0	$0	$0	$648	$1,302	$1,970	$2,668	$2,773
Accumulated net cash flow before income taxes		($36,390)	($36,390)	($36,390)	($36,390)	($36,390)	($35,742)	($34,440)	($32,470)	($29,802)	($27,028)
Internal rate of return	**11.41%**										
NPV (10%)	**$8,305**										
Investment return period	**13.86**	years									

Cash Flow of Equity

unit: 1000 USD

Year	10	11	12	13	14	15	16	17	18	19	20	21	22
Cash inflow													
sales income	$24,690	$24,411	$24,351	$24,306	$24,263	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225	$23,521
reclaim surplus of fixed assets													
reclaim current funds													
sub-total	$24,690	$24,411	$24,351	$24,306	$24,263	$24,228	$23,528	$24,657	$24,358	$24,306	$24,260	$24,225	$23,521
Cash outflow													
equity													
commercial taxes	$1,235	$1,221	$1,218	$1,215	$1,213	$1,211	$1,176	$1,233	$1,218	$1,215	$1,213	$1,211	$1,176
loan payable	$7,400	$7,400	$7,400	$7,400	$7,400	$1,024	$0	$0	$0	$0	$0	$0	$0
cost (except of gas and depreciati	$11,551	$10,795	$10,058	$9,323	$8,587	$7,851	$7,622	$7,643	$7,538	$7,455	$7,373	$7,291	$7,150
income taxes	$1,405	$1,528	$1,698	$1,871	$2,045	$2,221	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228
DEP sharing	$93	$104	$119	$135	$151	$200	$190	$214	$210	$210	$211	$410	$389
sub-total	$21,684	$21,047	$20,493	$19,944	$19,396	$12,506	$11,100	$11,464	$11,296	$11,219	$11,145	$11,272	$10,943
Net cash flow	$3,006	$3,364	$3,858	$4,362	$4,867	$11,722	$12,428	$13,193	$13,063	$13,087	$13,116	$12,954	$12,578
Accumulated net cash flow	($25,968)	($22,604)	($18,746)	($14,384)	($9,516)	$2,205	$14,633	$27,827	$40,889	$53,977	$67,092	$80,046	$92,624
Internal rate of return													
NPV (10%)													
Investment return period													
Net cash flow before income ta	$4,412	$4,892	$5,556	$6,233	$6,912	$13,942	$14,539	$15,568	$15,393	$15,425	$15,464	$15,314	$14,805
Accumulated net cash flow before income taxes	($22,617)	($17,725)	($12,169)	($5,936)	$976	$14,919	$29,458	$45,026	$60,418	$75,843	$91,307	$106,621	$121,426
Internal rate of return													
NPV (10%)													
Investment return period													

Cash Flow of Equity

unit: 1000 USD

Year	23	24	25	26	27	28	29	30	31	32
Cash inflow										
sales income	$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
reclaim surplus of fixed assets										
reclaim current funds										
sub-total	$24,645	$24,394	$24,318	$24,273	$24,235	$24,200	$23,496	$24,637	$24,343	$24,293
Cash outflow										
equity										
commercial taxes	$1,232	$1,220	$1,216	$1,214	$1,212	$1,210	$1,175	$1,232	$180	$1,215
loan payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
cost (except of gas and depreciati	$7,171	$7,149	$7,142	$7,138	$7,135	$7,132	$7,069	$7,170	$7,144	$7,140
income taxes	$4,060	$4,006	$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
DEP sharing	$365	$361	$359	$358	$358	$357	$343	$365	$360	$359
sub-total	$12,829	$12,735	$12,707	$12,690	$12,676	$12,663	$12,400	$12,826	$11,679	$12,698
Net cash flow	$11,816	$11,658	$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$12,664	$11,595
Accumulated net cash flow	$104,440	$116,098	$127,709	$139,292	$150,851	$162,388	$173,484	$185,295	$197,959	$209,555
Internal rate of return										
NPV (10%)										
Investment return period										
Net cash flow before income ta	$15,876	$15,665	$15,601	$15,563	$15,531	$15,502	$14,909	$15,870	$16,660	
Accumulated net cash flow before income taxes	$137,302	$152,967	$168,568	$184,132	$199,663	$215,165	$230,074	$245,944	$262,603	
Internal rate of return										
NPV (10%)										
Investment return period										

Annex-13

Probable benefits accruing to the Republic of the Union of Myanmar by the investment of U Energy Thaketa Power Company Limited.

1. **Benefits of training to Employees**

   Our employees, we will make them be equipped with better knowledge according to the nature of business activities, and this will help them earn higher income. Experienced employees will be more confident in performing their works.

2. **Growth in Infrastructure**

   We plan to carry out generation of electric power from gas turbine for Phase I as soon as we receive the Investment Permit from the Myanmar Investment Commission.

   Also, certain numbers of employment opportunities will be created for workers during the operation process. Our business will positively help massive growth of infrastructures all over the country. Transfer of technical know-how for gaining skills will also be available.

3. **Direct income generation to the State**

   Since the work-site is located at Thaketa Township, Yangon Region, revenue charged by relevant authorities (such as, but not limited to, public utility charges namely communication, electricity, water supply, etc.) will be accrued

4. **Increase of Tax Revenues**

   As foreign investors, we intend to validly get the benefit of tax exemption and relief granted under the Foreign Investment Law from the Government of the Republic of the Union of Myanmar. We are going to be faithful for our legal liability to pay taxes to get such benefits.
   From the standpoint of the Government of the Republic of the Union of Myanmar, personal income tax revenue will increase firstly. Other tax revenue like income tax and commercial tax will also be increased.

5. Attainment of 4 Economic Objectives

It is evident from the benefits to be derived by the State from the Project, summarized above, that – "Our Project is committed to co-operate and contribute towards the attainment of 4 economic objectives set by the Government of the Republic of the Union of Myanmar for the development of its National Economy".

Annex-12

Employees' benefits of U Energy Thaketa Power Company Limited

U Energy Thaketa Power Company Limited is a foreign joint venture company to be established in the Republic of the Union of Myanmar under Foreign Investment Law and the Myanmar Companies Act. Its work-site is situated at Thaketa Township, Yangon Region, the Republic of the Union of Myanmar. The Company intends to perform generation of electric power from gas turbine for Phase I in the Republic of the Union of Myanmar with approximately **60** numbers of employees in the first business year. In order that the employees may enjoy proper welfare commensurate with that of a prestigious Company set up a plan, as stated below, for employees as employees' welfare plan:

1. **Meal**

   The Company will provide meal allowance according to employees' needs.

2. **Uniform**

   The Company will provide uniforms free of charge to all employees.

3. **Health Care**

   An infirmary (in accordance with the existing rules and regulations of the Ministry of Health concerned) will be set up in the work-site compound and stocked with appropriate/adequate medicines. Qualified physicians/doctors will be engaged by the Company so that in emergency cases employees could get professional help free of charge.

5. **Bonus**

   Annual bonus will be paid to every employee according to his/her pre-agreed conditions and terms. The amount of bonus will depend on the Company's profit and the performance of the individual employees.

All the employees' benefits mentioned above are some of the usual company policy and practices. Other benefits such as leave (medical leave, annual leave, etc.) would be drawn up and included in the employees' welfare plan according to the Labour Laws of the Republic of the Union of Myanmar. The Company will take extra care to oversee that the benefits provided by the Company do not fall short of those granted under the Labour Laws of the Republic of the Union of Myanmar.

Corporate Social Responsibility

Integrating the Corporate Social Responsibility (CRS) with the Corporate Development Strategy and taking the CRS as the key for long term growth in the Republic of the Union of Myanmar, U-Energy Thaketa Power Co., Ltd. will not only view the CRS as the charitable donation, environmental protection or contribution to the community, but also make the correct decision on the balanced environment, community and business event.

By implementing the corporate development strategy, U-Energy Thaketa Power Co., Ltd. will focus on supporting the education, environmental protection and social development to realize its CSR through various forms.

Education and Social Development

U-Energy Thaketa Power Co., Ltd. will contribute the educational and social programs to benefit the students, residents and social progress as a whole, since the education is the critical power to promote the social development.

Activities of Employee Volunteers

U-Energy Thaketa Power Co., Ltd. will encourage the employees to serve society, care for the vulnerable groups and participate in such activities as the cleaning, public service and voluntary work for the betterment of the local community, since the activities of the employee volunteers are part of its CSR.

Resident Education

U-Energy Thaketa Power Co., Ltd. will give the opportunity to the surrounding residents for non-commercial visit of the power plant, so as to help them to intuitively understand the necessity of the power generation for the community and the humanity.

Children's Educational Programs in Poverty-Stricken Area

U-Energy Thaketa Power Co., Ltd. will take part in the children’s educational

programs in the poverty-stricken area based on its development condition and the actual situation.

Charitable Fund

According to the actual development situation, U-Energy Thaketa Power Co., Ltd. will set up the charitable fund to cover such fields as the education, environmental protection and social development gradually.

Infrastructure Construction

Based on its actual financial strength, U-Energy Thaketa Power Co., Ltd. will assume reasonable responsibility for construction and maintenance of the electric power infrastructure. In addition, the charitable fund will also be use to construct and maintain other infrastructures under appropriate circumstances.

Religious Support

U-Energy Thaketa Power Co., Ltd. will respect the local religion and the religious activities, and reasonably contribute to the religious affairs by means of maintaining the place of worship.

Ethical Corporation

U-Energy Thaketa Power Co., Ltd. will run the power plant in accordance with the Prudent Utility Practices for the benefit of the whole society and next several generations.

Environmental Protection

U-Energy Thaketa Power Co., Ltd. will take the environmental protection as one of the most important CSRs since the environment is the basis for the social sustainable development.

U-Energy Thaketa Power Co., Ltd. will closely cooperate with the local authorities, Environmental Non-Governmental Organizations (ENGOs) and institutions of higher learning to enhance the public's sense of the environmental protection and the sustainable development, and participate in the national and global programs on the environmental protection to cope with the challenges of the climate

change.

U-Energy Thaketa Power Co., Ltd. will encourage the employees to participate in the activities of the corporate social responsibilities to enhance their sense of the environmental protection, and continually improve the communication among the employee, the company and the community.

Participating in Global Activities on Environmental Protection

U-Energy Thaketa Power Co., Ltd. will encourage, support and take part in such worldwide environmental protection activities as “Earth Hour”.

Contributing to Urban Greening and Gardening

U-Energy Thaketa Power Co., Ltd. will contribute to the urban greening and gardening based on the actual circumstances.

Corporate Governance

The good corporate governance means to maintain a high standard of integrity and transparency, and discloses the exact information to the stakeholders in time.

The enterprise shall ensure the interests of its shareholders, attach great importance to the ethical business, and discloses the exact information to such stakeholders as the directors, customers, employees, regulators and local communities in time.

The good corporate governance shall also include the establishment of accountability standards to ensure the effective supervision of the board of directors, including the independent director, on the management.

U-Energy Thaketa Power Co., Ltd. is a locally-incorporated and foreign-funded corporate enterprise totally-owned by the UREC Energy International Limited.

Under the independent operation in terms of business management, the board of directors of the U-Energy Thaketa Power Co., Ltd. consist of *** members to supervise the corporate governance, strategic direction, risk management and CSR, etc.

unit: 1000 USD

Year ended	1	2	3	4	5	6	7	8	9	10
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ASSETS	**$75,782**	**$125,672**	**$121,358**	**$114,923**	**$108,476**	**$102,029**	**$95,582**	**$90,095**	**$83,675**	**$77,647**
Current	$0	$0	$1,969	$1,818	$1,655	$1,492	$1,328	$2,125	$1,988	$2,244
cash and short-term investment	$0	$0	$1,969	$1,818	$1,655	$1,492	$1,328	$2,125	$1,988	$2,244
Property and Equipment	$75,782	$125,672	$119,388	$113,105	$106,821	$100,537	$94,254	$87,970	$81,687	$75,403
Construction-in-process	$75,782									
Fixed assets	$0	$125,672	$125,672	$119,388	$113,105	$106,821	$100,537	$94,254	$87,970	$81,687
-Depreciation	$0	$0	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)
LIABILITIES	**$39,392**	**$89,282**	**$84,404**	**$76,842**	**$69,278**	**$61,715**	**$54,152**	**$47,548**	**$40,012**	**$32,868**
Current liabilities	$0	$0	$1,969	$1,818	$1,655	$1,492	$1,328	$2,125	$1,988	$2,244
long-term interest payable	$0	$0	$1,969	$1,818	$1,655	$1,492	$1,328	$1,165	$1,002	$839
short-term interest payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
income tax	$0	$0	$0	$0	$0	$0	$0	$959	$986	$1,405
Long-term Liabilities	$39,392	$89,282	$82,434	$75,024	$67,624	$60,224	$52,824	$45,424	$38,024	$30,624
long-term debt	$39,392	$89,282	$82,434	$75,024	$67,624	$60,224	$52,824	$45,424	$38,024	$30,624
SHAREHOLDER'S EQUITY	**$36,390**	**$36,390**	**$36,954**	**$38,081**	**$39,197**	**$40,314**	**$41,430**	**$42,547**	**$43,663**	**$44,779**
equity	$36,390	$36,390	$36,390	$36,390	$36,390	$36,390	$36,390	$36,390	$36,390	$36,390
retained earning	$0	$0	$564	$1,691	$2,807	$3,924	$5,040	$6,157	$7,273	$8,389
distribution of earning (paying)	$0	$0	$0	$0	$668	$1,343	$2,031	$1,762	$1,842	$3,099
DEP	$0	$0	$0	$0	$20	$40	$61	$53	$55	$93
UREC	$0	$0	$0	$0	$648	$1,302	$1,970	$1,709	$1,787	$3,006
equity collection by UREC	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Balance Sheet

11	12	13	14	15	16	17	18	19	20	21	22	23	24
$0	$0	$0	$0	$0	$0	$0	$0	$0	($0)	($0)	($0)	($0)	($0)
$71,323	**$65,046**	**$58,772**	**$52,499**	**$46,228**	**$39,813**	**$33,792**	**$27,464**	**$21,189**	**$14,915**	**$8,643**	**$2,228**	**$4,060**	**$4,006**
$2,204	$2,210	$2,220	$2,231	$2,243	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228	$4,060	$4,006
$2,204	$2,210	$2,220	$2,231	$2,243	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228	$4,060	$4,006
$69,119	$62,836	$56,552	$50,269	$43,985	$37,702	$31,418	$25,134	$18,851	$12,567	$6,284	($0)	($0)	($0)
$75,403	$69,119	$62,836	$56,552	$50,269	$43,985	$37,702	$31,418	$25,134	$18,851	$12,567	$6,284	($0)	($0)
($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	($6,284)	$0	$0
$25,427	**$18,034**	**$10,644**	**$3,254**	**$2,243**	**$2,111**	**$2,374**	**$2,330**	**$2,338**	**$2,348**	**$2,360**	**$2,228**	**$4,060**	**$4,006**
$2,204	$2,210	$2,220	$2,231	$2,243	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228	$4,060	$4,006
$676	$512	$349	$186	$22	$0	$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$1,528	$1,698	$1,871	$2,045	$2,221	$2,111	$2,374	$2,330	$2,338	$2,348	$2,360	$2,228	$4,060	$4,006
$23,224	$15,824	$8,424	$1,024	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$23,224	$15,824	$8,424	$1,024	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
$45,896	**$47,012**	**$48,129**	**$49,245**	**$43,985**	**$37,702**	**$31,418**	**$25,134**	**$18,851**	**$12,567**	**$6,284**	**$0**	**$0**	**$0**
$36,390	$36,390	$36,390	$36,390	$31,130	$24,846	$18,563	$12,279	$5,996	($288)	$0	$0	$0	$0
$9,506	$10,622	$11,739	$12,855	$12,855	$12,855	$12,855	$12,855	$12,855	$12,855	$6,284	$0	$0	$0
$3,468	$3,977	$4,497	$5,018	$6,662	$6,334	$7,123	$6,989	$7,014	$7,044	$13,651	$12,967	$12,181	$12,019
$104	$119	$135	$151	$200	$190	$214	$210	$210	$211	$410	$389	$365	$361
$3,364	$3,858	$4,362	$4,867	$6,462	$6,144	$6,910	$6,779	$6,803	$6,832	$13,242	$12,578	$11,816	$11,658
$0	$0	$0	$0	$5,260	$6,284	$6,284	$6,284	$6,284	$6,284	($288)	$0	$0	$0

25	26	27	28	29	30	31	32
($0)	($0)	($0)	($0)	($0)	($0)	($0)	($0)
$3,990	**$3,980**	**$3,972**	**$3,965**	**$3,813**	**$4,059**	**$3,996**	**$3,985**
$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
($0)	($0)	($0)	($0)	($0)	($0)	($0)	($0)
($0)	($0)	($0)	($0)	($0)	($0)	($0)	($0)
$0	$0	$0	$0	$0	$0	$0	$0
$3,990	**$3,980**	**$3,972**	**$3,965**	**$3,813**	**$4,059**	**$3,996**	**$3,985**
$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0
$3,990	$3,980	$3,972	$3,965	$3,813	$4,059	$3,996	$3,985
$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0
$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
$0	$0	$0	$0	$0	$0	$0	$0
$0	$0	$0	$0	$0	$0	$0	$0
$11,970	$11,941	$11,917	$11,894	$11,439	$12,176	$11,987	$11,954
$359	$358	$358	$357	$343	$365	$360	$359
$11,611	$11,583	$11,559	$11,537	$11,096	$11,811	$11,627	$11,595
$0	$0	$0	$0	$0	$0	$0	$0

CONCESSION RIGHTS

<u>ANNEX (3)</u>

CONCESSION RIGHTS

THESE CONCESSION RIGHTS (hereinafter referred to as the "Concession Rights") are issued and granted by the Government of the Republic of the Union of Myanmar (hereinafter referred to as the GOM) to U-Energy Thaketa Power Company Limited (hereinafter to as the "JV Company"), a company incorporated under the Laws of Myanmar with its registered office at ___________, Thaketa, Yangon, the Republic of the Union of Myanmar, as of this [ ] day of [ ], 2015, for the Project Term.

WHEREAS:

A. The GOM is the sole owner of all natural resources within her territory and has the right to discover, extract, exploit and utilize all the natural resources within the territories of the Republic of the Union of Myanmar for the benefit of the people of the Republic of the Union of Myanmar;

B. UREC Energy International Limited (hereinafter referred to as the "UREC EI"), a private-owned power generation and power investment enterprise incorporated and existing under the laws of Hong Kong Special Administrative Region of the People's Republic of China, which is owned and represented for power investment by Union Resources & Engineering Co., LTD. (hereinafter referred to as the "UREC"). And the UREC has outstanding experiences and achievements in the development, construction and operation in power project in the Republic of the Union of Myanmar, such as Paunglaung, Upper Paunglaung and Shweli (I) hydropower project.

C. The Department of Electric Power under the Ministry of Electric Power of the Republic of the Union of Myanmar (hereinafter referred to as the "DEP") and UREC Energy International Limited (hereinafter referred to as the "UREC EI") entered into a Memorandum of Agreement for the Build, Operation and Transfer of 500MW Combined Cycle Power Plant in Yangon (Thaketa) on the 14th day of November, 2014 (hereinafter referred to as the "MOA"), specifying the basic principles for the build, operation and transfer of 500MW combined cycle power plant in Yangon (Thaketa) (hereinafter referred to as the Project).

D. For the purposes mentioned above, the DEP has entered into a Joint Venture Agreement for the Build, Operation and Transfer of the Project (hereinafter referred to as the "JV Agreement" with UREC EI on day of , 2015.

NOW THEREFORE, in furtherance of the development, financing, ownership, construction, operation and maintenance of the Project as contemplated by the JV Agreement, the GOM

hereby grants and issues to the JV Company the following exclusive rights, Permits, covenants, warranties, privileges and protections:

1. Interpretation

For purposes of these Concession Rights, unless otherwise expressly defined herein, defined terms (those terms the first letters of which are capitalized herein) shall have the same meaning as set forth in the JV Agreement.

2. Grant of Rights and Privileges

2.1. The GOM hereby grants to the JV Company (including its shareholders if necessary) in accordance with the MOA the exclusive right to build, operation and transfer of the Project in Yangon (Thaketa), the Concession Period of which is 30 years starting from the Commercial Operation Date of first unit of each phase thereof, including granting for use in connection with the Project (i) the exclusive right and license to undertake and engage in the Project Management for the Project Term and (ii) exclusive easements or rights of way or other appropriate rights with respect to the Sites for the Project Term, which rights, licenses, easements and other rights include:

a) The right to hold and dispose of the profits of the JV Company

b) The right to register, operate and maintain the JV Company;

c) The right to Plan, develop, survey, design, invest, construct, supervise, own, operate, maintain, and manage all Project Facilities; Except the operation and maintenance of Natural gas Pipeline and Transmission Facilities of which only the equipment and materials will be supplied by JV Company;

d) The right to obtain, maintain and renew the licenses, consents, approvals and authorization necessary for the performance and operation of the Project;

e) The right to enter upon and possess of the Project potential Sites directly related to the Project for the purpose of implementing the Project including in relation to the ancillary facilities, and, carry out surveys and other investigations, to make any necessary or appropriate excavations or carry out any necessary or appropriate preliminary works and commence construction of the Project on, over or under the potential Sites;

   And also, the right to use the land of the Project Site, including any buildings or attachments upon the land, and the right to keep using the land during the Project Term, as is set out on the Land Leasing Agreement.

f) Sell all electric generated under the Project to MOEP after deducting free power as stated in this MOA, and the tariff is USD133.1/Mwh which is calculated based on the fuel gas price USD10.4/mmBTU;

g) The right to possess, use and procure benefits from the Project, including the right to Purchase the Natural Gas with sufficient, reliable quality, long-term and stable supply from Myanmar enterprises in order to maintain and operate the Project in design scheme;

h) The right to use the water underground and the water in the River(s) close to the Station Site;

i) In accordance with the Foreign Investment Law and the procedures there under, the right to procure, import into the Republic of the Union of Myanmar and re-export from the Republic of the Union of such Materials and Equipment as the JV Company or such Contractors may deem necessary or appropriate in connection with or in furtherance of Project Management and on such terms and conditions and through the suppliers of same as the JV Company or such Contractors may deem necessary or appropriate, and, transport into and from the Site equipment and machinery and materials as necessary.

j) According to the rules and regulation allowed by the Authorities Concern, the right to use of the road ways, highways and access routes to gain ingress to and egress from all sites including those of Ancillary Facilities, as the JV Company may find necessary or appropriate to permit or facilitate the exercise of any of the other rights granted hereunder.

k) The right and authority throughout the Project Term to receive, disburse, hold, effect payments, distributions and dividends and to otherwise transact business in and with Foreign Currency both within and outside the Republic of the Union of Myanmar. In respect of other matters of foreign currency arising in any way out of or in connection with the development, ownership, financing, operation and maintenance of the Project or the JV Agreement, the JV Company shall (i) have the right to open and maintain bank accounts outside of the Republic of the Union of Myanmar without restriction and to freely receive abroad, remit abroad, retain abroad and use without restriction the entirety of funds in foreign currencies which are received by the JV Company from the export and local sales of electricity generated from the Project or which are in any way the result of or received in connection with the development of the Project and/or Project Management; (ii) be entitled to pay outside of the Republic of the Union of Myanmar its foreign and/or foreign controlled Contractors, sub-contractors and foreign employees in foreign currencies, and such Contractors, sub-contractors and foreign employees shall be entitled to receive and retain such foreign currencies abroad; and (iii) be entitled to receive treatment no less favorable than that accorded to any other foreign company carrying on any business or operations in the Republic of the Union of Myanmar; provided further, that the foregoing rights and authorities shall apply to the foreign employees, foreign contractors and foreign-controlled contractors, sub-contractors and foreign employees of Contractors;.

l) Auxiliary facilities in relation to the Project, including necessary communication facilities, construction camp facilities such as project access road, metal structure workshop, fabrication shop, warehouses, camp water supply and medical facilities made in accordance with the existing laws.

m) the right to enjoy the exemptions and the maximum relief from Taxes as permitted pursuant to Section 21 of the Republic of the Union of Myanmar Foreign Investment Law, Law No. 10/88, including:

i）relief from income taxes on the profits of the Project and Project Management for a tax holiday period extending Five full years (a period of Sixty consecutive months) from the Commercial Operation of the Project; and

ii) thereafter, payment of income taxes at rate of twenty five percent (25%) and commercial tax at rate of five percent 5%;

iii) the commercial tax is calculated on the basis of net sales income which is generating income deducted by the cost of nature gas which is used for generation, in the same meaning, which is the net payment from MEPE;

iv) tax and duties exemption of import equipment and materials which is necessary for construct, operate and maintenance of Project facilities;

v) other tax exemption or relief is enjoyable by the JV Company according to the Regulation and Laws, including updated or reformed from time to time, for the Republic of the Republic of the Union of Myanmar.

n) subject to the Laws and Regulations, the right to clear away, remove, take and/or use those from the Sites, including the Ancillary Facilities, such as tree (for construction purposes), soil, stone, sand, water and other products and materials (other than minerals as defined in the Mines Law) as are necessary for, or are to be used in Project Management.

o) the right for the JV Company and its Contractors to procure the performance of such work or services in connection with or in furtherance of Project Management as the JV Company or such Contractors may deem necessary or appropriate and on such terms and conditions and from or through the suppliers of such work or services as the JV Company or such Contractors may deem necessary or appropriate.

p) the right, to be exercisable by the JV Company or any Contractors, to employ (and to define the terms and conditions therefore) such Persons (whether foreign workers or nationals of the Republic of the Union of Myanmar) in connection with or in furtherance of Project Management as the JV Company and/or such Contractors may deem necessary or appropriate, provided that any such employment of such Persons for service within the Republic of the Union of Myanmar, including the terms and conditions of such employment, shall be subject to Laws and Regulations.

q) the right to install and operate for the use of the JV Company and, to the extent the JV Company deems appropriate, for the use of Contractors and its and their employees and agents, as it considers necessary or appropriate to assist in Project Management in accordance with Laws and Regulations.

r) The right and authority throughout the Project Term to receive, disburse, hold, effect payments, distributions and dividends and to otherwise transact business in and with Foreign Currency both within and outside the Republic of the Union of Myanmar. In respect of other matters of foreign currency arising in any way out of or in connection with the development, ownership, financing, operation and maintenance of the Project or the JV Agreement, the JV Company shall (i) have the right to open and maintain bank accounts outside of the Republic of the Union of Myanmar without restriction and to freely receive abroad, remit abroad, retain abroad and use without restriction the entirety of funds in foreign currencies which are received by the JV Company from the export and local sales of electricity generated from the Project or which are in any way the result of or received in connection with the development of the Project and/or Project Management; (ii) be entitled to pay outside of the Republic of the Union of Myanmar its foreign and/or foreign controlled Contractors, sub-contractors and foreign employees in foreign currencies, and such Contractors, sub-contractors and foreign employees shall be entitled to receive and retain such foreign currencies abroad; and (iii) be entitled to receive treatment no less favorable than that accorded to any other foreign company carrying on any business or operations in the Republic of the Union of Myanmar; provided further, that the foregoing rights and authorities shall apply to the foreign employees, foreign contractors and foreign-controlled contractors, sub-contractors and foreign employees of Contractors;

2.2. As set forth in Clause 6.2 of the JV Agreement, the JV Company is hereby relieved of any and all obligations to pay any separate rent, royalty or other compensation (other than Taxes in accordance with Clause 15 of the JV Agreement) of any kind to the GOM or any other Person with respect to the JV Agreement, Project Management, the rights, warranties, covenants and Permits and issued to the JV Company herein, the entire compensation for which shall be the royalty payments to the GOM pursuant to Clause 6.1 of the JV Agreement (except such payments or distributions as may from time to time be payable to DEP as a Shareholder pursuant to the JV Agreement). Regarding the free power provided by the JV Company to DEP under Clause 6.1 of JV Agreement, the JV Company is granted to pay no tax thereof; if there is tax involved for such free power, it’s to be borne by the DEP.

2.3. The JV Company is hereby relieved of any and all obligations regarding the management of the social and environmental impacts caused by the Project and Project Management other than as specifically set forth in Clause 13.3 of the JV Agreement.

3. Warranties and Covenants

3.1. The GOM herein warrants: the Supplier of Natural Gas shall keep the Project receive constant natural gas supply, and shall deliver the natural gas supply in fully quantity and excellent quality during everyday and throughout the Project Term.

3.2. The rights, Permits, covenants, warranties, privileges or protections granted and issued to the JV Company by the GOM pursuant to these Concession Rights have been granted and issued in accordance with, and are and will be valid and fully effective and enforceable under all Laws and Regulations as in effect on the date hereof. No action will be taken or permitted by any governmental agency, authority and instrumentality of the GOM that would eliminate, impair or reduce the effects of any such rights, Permits, covenants, warranties, privileges or protections or which would materially adversely affect Project Management, the Project, the JV Company or the Shareholders, provided that the JV Company shall abide by Laws and Regulations in the Republic of the Union of Myanmar.

3.3. The GOM and the other governmental agencies, authorities and instrumentalities of the GOM will provide the JV Company with all assistance the JV Company may require to develop the Project.

3.4. With respect to the rights, Permits, covenants, warranties, privileges or protections afforded to the JV Company by these Concession Rights, the JV Company shall be entitled to receive treatment no less favorable than that accorded to any other electricity production or construction company carrying on business or operations in the Republic of the Union of Myanmar, and the GOM shall revise these Concession Rights as required to ensure the foregoing covenant is satisfied.

3.5. In the event that any Laws or Regulations are passed or standards or practices are imposed, such Laws and Regulations, standards and practices shall not affect, derogate or diminish in any way the rights, Permits, covenants, warranties, privileges or protections afforded to the JV Company by the JV Agreement and these Concession Rights.

4. Revision of Concession Rights

With respect to the GOM regarding these Concession Rights, Clause 25(a) of the JV Agreement is incorporated herein in its entirety.

5. Waiver and Immunity

Clauses 24 and 32 of the JV Agreement with respect to the GOM regarding these Concession Rights are incorporated herein in its entirety.

6. Term

These Concession Rights shall become immediately effective upon issuance and shall continue in effect until the earlier to occur of (i) termination or expiration of the JV Agreement, and (ii) the expiration of the Project Term.

The foregoing rights, Permits, covenants, warranties, privileges or protections are hereby granted and issued by the GOM to the JV Company as of the date appearing at the beginning of these Concession Rights.

FOR: THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

BY: ____

No. 1924786
編號

公司註冊處
COMPANIES REGISTRY

CERTIFICATE OF INCORPORATION
公司註冊證書

* * *

I hereby certify that
本人謹此證明

UREC ENERGY INTERNATIONAL LIMITED
聯合能源國際有限公司

is this day incorporated in Hong Kong under the Companies Ordinance
於本日根據《公司條例》(香港法例第32章)

(Chapter 32 of the Laws of Hong Kong) and that this company is limited.
在香港註冊成為有限公司。

Issued on 18 June 2013 .
本證書於二〇一三年六月十八日發出。

Ms Ada L L CHUNG

Registrar of Companies
Hong Kong Special Administrative Region
香港特別行政區公司註冊處處長鍾麗玲

Note 註:
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.
公司名稱獲公司註冊處註冊，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識產權。

請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line and display the valid business/branch registration certificate at business address.

正 本
ORIGINAL

~~副 本~~
~~**DUPLICATE**~~

表格 2 FORM 2
《商業登記條例》(第 310 章)
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
[第 5 條]
[regulation 5]

商業 / ~~分行登記證~~ Business / ~~Branch~~ Registration Certificate

業務 / 法團所用名稱
Name of Business/ Corporation
聯合能源國際有限公司
UREC ENERGY INTERNATIONAL LIMITED

業務 / 分行名稱
Business/ Branch Name
* *
* *

地 址
Address
UNIT C 16/F CNT TOWER 338
HENNESSY RD WANCHAI
HONG KONG

業務性質
Nature of Business
CORP

法律地位
Status
BODY CORPORATE

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy (APP)
18/06/2013	17/06/2014	61610567-000-06-13-8	$450

(登記費 FEE = $ 0)
(徵費 LEVY = $ 450)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。

2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.

2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

11/06/2013 222414824 $450.00

IRDB101B (12/2010)

The POSITIVE affections to Myanmar

1) The construction of the Project will be able to satisfy the development requirements power consumption load of Yangon of Myanmar.

According to the power balance result above, provided that the Project is put into production at the end of 2016, there will still be 80-850MW of power deficiency in the Yangon power grid. Therefore, the construction of the Project will to some extent relieve the power shortage condition of the Yangon power grid.

2) The construction of the Project will be able to improve the power supply structure of the Myanmar power grid and the operating condition of the system.

Myanmar is abundant in water resources. The power supply is mainly hydropower, which will take the proportion around 70% in 2015. Poor regulation capability and big power generation difference in rainy and dry seasons lead to a lot of water abandoned for peak shaving electricity generation in rainy season, while the power supplying capacity in dry season can not meet the power consumption demand.

The construction of the Project will optimize the power supply structure of Myanmar, improve the ratio of gas power, facilitate the increase of the power supply capacity in the low water period and improve the operating condition of the system.

3) To Improve the Power Supply Reliability of Yangon Power Grid.

At present, units in Yangon power grid are all gas turbines and steam units with small installed capacity, so these units can not supply continuous and

reliable power to important loads in Yangon power grid. The construction of the Project can improve the pattern of small installed capacity and power supplied relying on the main power grid in the power grid. Distribution of the power supply in the load center can improve the power supply reliability of the system and provide better guarantee for the safe and reliable operation of Yangon power grid.

4) To Provide Voltage Support for Yangon Power Grid.

The installed capacity of power supply in Yangon power grid, the power is mainly transmitted from the north of Myanmar to Yangon through 230kV power grid. Voltage reduction of the substation in Yangon power grid through long-distance transmission and located in south of the power grid is relatively large, and the configuration of reactive compensation capacity of the substation in grid is insufficient, which results in the voltage of the substation is lower. Construction of the Project can provide better voltage support for the power grid and make up the problems caused by insufficient configuration of reactive compensation capacity in the grid.

5) Construction of the project shall also provide job opportunities for Myanmar and shall boost GDP of Myanmar.

During the construction period of the project, it shall provide provisional job opportunities for 500 natives. When it is put into operation, it can provide long-term job opportunities for 60 natives. In addition, it will cultivate some professionals in power technology for Myanmar. This will reserve professional human resource for Myanmar's power construction in the future as well as enhance power management level of Myanmar.

聯合能源國際有限公司
UREC ENERGY INTERNATIONAL CO. LTD

THE BOARD OF DIRECTORS' RESOLUTIONS

The Board of Directors' Meeting of **UREC ENERGY INTERNATIONAL LIMITED** held on 1st May , 2015 at 10:00 a.m at Unit C 16/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong, the registered office of the Company.

Mr. Guan Yukun took the chair and the following resolutions were passed:

1. Resolved that a new company under the name of **U Energy Thaketa Co., Ltd** be formed in the Republic of the Union of Myanmar according to the Special Company Act, the Foreign Investment Law and the Myanmar Companies Act, 97% of its shares owned by UREC ENERGY INTERNATIONAL LTD, incorporated in Hong Kong and 3% of its shares owned by Department of Electric Power, a State owned Enterprise of the Government of the Republic of the Union of Myanmar.

2. Resolved that Mr. He Wen and Mr. Dong Fan be authorized to represent the Company in the formation of the new company.

3. Resolved that, Mr. Guan Yukun, Mr. He Wen, Mr. Chen Wei,Mr Dong Fan be appointed as Directors of the new Company upon formation of the new company in accordance with provisions of the Myanmar Companies Act.

Board of Directors

Name	**Designation**	**Signature**
Mr. Feng Ke	Chairman	
Mr. Guan Yukun	Director	
Miss. Zhang Jixin	Director	

175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING Kunming Yunnan P. R. China
TEL: +86-871-63164879 FAX: +86-871-63136829 Site: www.urec.com.cn P.C: 650011

THE DEVELOPMENT, OPERATION AND TRANSFER OF THAKETA COMBINED CYCLE POWER PLANT PROJECT

BUSINESS PLAN FOR PHASE II

I. Summary

The Government of the Republic of the Union of Myanmar has announced the policy of encouraging and promoting the development of independent power producers for generating electricity to meet electricity demands in the Republic of the Union of Myanmar.

To advance such Governmental policy, UREC and DEPP entered into a Memorandum of Understanding dated January 2nd 2013 (the "MOU") in connection with a 500 MW gas-fired combined cycle power plant to be constructed and operated in the region of Thaketa, Yangon, Myanmar, in order for the MOEP of Myanmar to upgrade the base load of power generation in the region of Yangon.

After singing the MOU, UREC have conducted feasibility studies and environmental and social impact assessments of the Power Plant (collectively, hereinafter referred to as the "FSR"). The project is to be developed in two phases:

Phase I: 109MW

Phase II: 380MW

On November 14 of 2014, DEPP and UREC-EI have entered into a Memorandum of Agreement for the Build, Operate and Transfer of the 500 MW Combined Cycle Power Plant in Yangon (Thaketa), Myanmar.

DEPP and UREC-EI, pursuant to the MOA, entered into a Joint Venture

Agreement to incorporate a private limited liability company named *U-Energy Thaketa Power Company Limited* in accordance with the Myanmar Companies Act, 1914 and the Special Company Act, 1950 for the purpose of jointly developing the Project.

The Project Phase I is planned to be put into commercial operation at the beginning of 2018. Up to December of 2015, the development Phase I Project is keeping going. However, the gas supply can just meet the gas consumption requirement of the 109MW unit of Phase I Project. Yangon General Station of Natural Gas presently has no margin to supply natural gas for the 380MW unit of Project Phase II. Therefore, the Phase I Project should be developed firstly. When there is enough natural gas can be supplied to Project Phase II, it will be developed at once.

II. Plan for Project Phase II

(1) Construction scale: A capacity of 380 MW is designed for Project Phase II, two 190 MW gas and steam turbines will form a "one on one" combined cycle double - shaft arrangement.

(2) Natural gas source: Pending.

(3) Connection system of the power plant: Phase II (2×126.1+2×67) MW "π" is connected to Thaketa–Thanlyin line.

(4) Plant site: This project is to be constructed on the site specified by the Ministry of Electric Power of Myanmar. Therefore, no site selection is

involved in this project.

(5) Water resource of the plant: water intake for phase II is 536m^3/h (0.15m^3/s).Water source of the Project is the municipal water supply network of Yangon city.

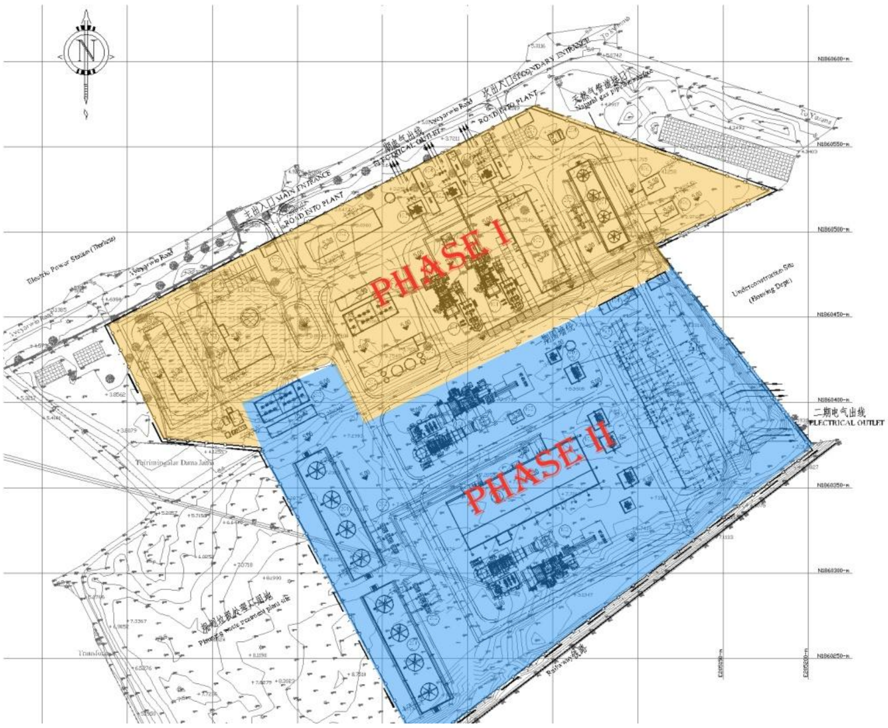
(6) Overall layout of the plant area: with prerequisites of unified planning, reasonable process flows, phase I is separated from phase II in the production area. Various production facilities and system function shall be integrated to achieve clear zoning. Existing site shall be fully used to achieve optimal land utilization.

The plant site can be divided into north land and south land. The latter is dominated by refuse landfills; while the former is made of farmlands and wastelands with a few trees and crops as well as ponds partially at present.

As the 109MW of phase I will be put into operation firstly, its main and auxiliary production facilities shall be laid out on the north land, and the Project Phase II will be arranged on the south land.

Up to December of 2015, the land of Phase I already could meet requirement of the Project development, the land for Phase II still could not be utilized for development.





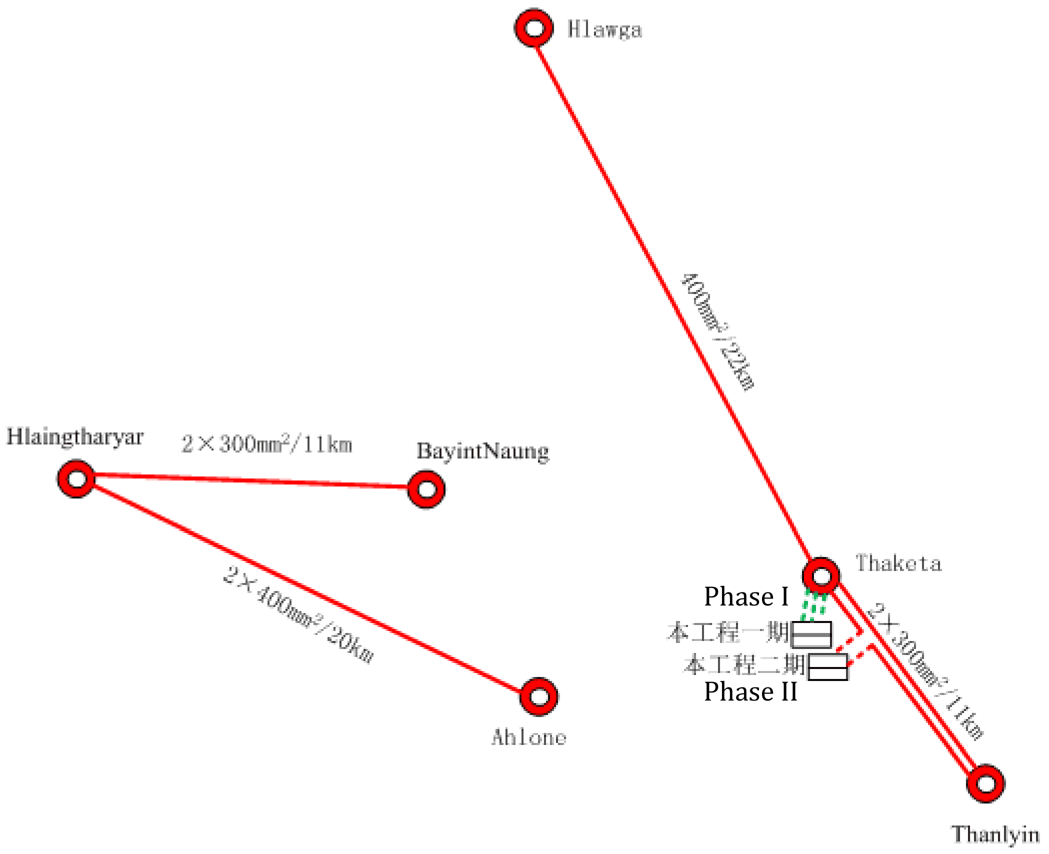
Site Location and general plan of Project Phase I & Phase II

(7) Type Selection for Main Machine Equipment of This Project: 190MW combined cycle units of Class “E” are proposed to be adopted in Project Phase II. Installation scheme shall be "one on one" multiple-shaft

scheme, namely, two Class “E" gas turbines + two waste heat boilers + two condensing steam turbine +two generators.

(8) Layout of the Main Power Building: For phase II, the cooling tower, turbine room, and step-up substation are laid out from west to east. The two sets of gas turbine and waste heat boiler group are respectively arranged in the south and north of the turbine room. The two sets of gas turbine and waste heat boiler group are arranged outdoors, and the two turbine generator units are laid out indoors.

(9) Main Electrical Connection: Project Phase II shall be connected to 230kV outdoor step-up substation of the power plant in generator-transformer form. Double-busbar connection shall be adopted for the 230kV substation and main four-circuit transformer incoming line and 230kV two-circuit outgoing line shall be provided. 230kV two－circuit outgoing line "П" shall be connected to the transmission line between Thaketa substation and Thanlyin substation.



Power access system plan of Project Phase I & Phase II

(10) Centralized control adopted for Project Phase II: One centralized control room is set up for the cycle unit consisting of two gas turbines and one steam turbine of phase II.

(11) Make-up water treatment system for the waste heat boiler: Project Phase II will continue to use the demineralized water tank used in Phase I Project with ultrafiltration and second-stage reverse osmosis treatment to be provided.

(12) Steel structure is proposed to be adopted for the main power building, and the ground treatment scheme depends on engineering geology of each section. Natural foundation or pile foundation is partially

backfilled.

(13) Construction organization: Highway-waterway-highway combined transport plan is adopted for large equipment transport. Construction site plan is coordinated with the general layout, and permanent and temporary combination shall be considered.

(14) Environmental protection: Laws and regulations on environmental protection of Myanmar shall be met.

(15) Investment estimation and economic evaluation shall be prepared as per the price level of May 2015 and the new budget regulations and budget quota of the year, and new quota, and cost of local labor, construction materials, and transport in Myanmar shall be considered.

(16) Operation progress plan: Project Phase II needs a 20-month construction period and commencement date will depends on natural gas source and construction condition of the gas supply pipelines.

(17) Key technical economic index (USD1 = RMB6.2)

S/N	Item	Unit	Phase II
1	Level of installed capacity	MW	380
2	Unit output under the ISO conditions	MW	386.2
3	Rated output under the average annual conditions at the local environment	MW	375.44
4	Static investment	(USD 10,000)	32734.04
5	Dynamic investment	(USD 10,000)	33916.06
6	Static unit investment	USD/kW	871.42

7	Dynamic unit investment	USD/kW	902.89
8	Annual consumption of natural gas	m^3/a	$5.26x10^8$
		mmcf/a	18585.04
9	Thermal efficiency of power plant LHV Gross Electric Eff	%	51.17
10	Gas consumption of combined cycle generator set for power generation	Nm^3/kW ħ	0.2869
		cf/ kW ħ	10.132
11	Station service power consumption rate	%	2.5
12	Water consumption index per GW	m^3/s.GW	0.397
13	Total land area	ha	4.45
14	Earthwork volume of the whole plant area		
	Excavation	m^3	250000
	Filling	m^3	215000
15	Personnel index of the whole plant	Person	100

Reference Number:000021

Date: 6 MAY 2016

To whom it may concern

This is to certify that we have received **USD 75,050** (United States Dollar Seventy Five Thousand And Fifty Only)with value date **05 MAY 2016** from UREC Energy International Limited who is the client of **INDUSTRIAL AND COMMERCIAL BANK OF CHINA(ASIA)LIMITED QUEEN'S ROAD CENTRAL BRANCH HONG KONG,** by SWIFT, in favor of **U ENERGY THAKETA POWER COMPANY LIMITED.** The nature of this inward remittance, according to the beneficiary ,is the capital remittance.

This letter does not amount to guarantee on the part of the bank and the above information is strictly private and confidential ,without responsibility on the part of the bank or its officials.

Yours faithfully

Xuechun Liu

Deputy General Manager
Industrial and Commercial Bank of China
Yangon Branch

INDUSTRIAL AND COMMERCIAL BANK OF CHINA

YANGON BRANCH

Reference Number:000021-2

Date: 18 AUG 2016

To whom it may concern

This is to certify that we have received **USD 124,950** (United States Dollar One Hundred Twenty Four Thousand Nine Hundred Fifty Only)with value date **17 AUG 2016** from UREC Energy International Limited who is the client of **INDUSTRIAL AND COMMERCIAL BANK OF CHINA(ASIA)LIMITED QUEEN'S ROAD CENTRAL BRANCH HONG KONG,** by SWIFT, in favor of **U ENERGY THAKETA POWER COMPANY LIMITED.** The nature of this inward remittance, according to the beneficiary ,is the capital remittance.

This letter does not amount to guarantee on the part of the bank and the above information is strictly private and confidential ,without responsibility on the part of the bank or its officials.

Yours faithfully

Manager
Operation Management Department
Industrial and Commercial Bank of China
Yangon Branch

Myanmar Investment Commission
Yangon Township
The Republic of the Union of Myanmar

Dated: 16th January, 2016

Commitment Letter

Union Resources & Engineering Co. Ltd (UREC) will comply with the Environmental Conservation Law (2012), Environmental Conservation Rules (2014) and Rules and Regulations of related ministries.

When the proposed project will be constructed and operated in Myanmar, UREC will comply and follow the Environmental Management Plan that mentioned in the ESIA report that prepared by Resource & Environment Myanmar Co., Ltd.

Besides, UREC will submit the Environmental Monitoring Report during construction and operation of the proposed project to Environmental Conservation Department, Ministry of Environmental Conservation and Forestry.

Best regards,

Dong fan
Vice President
UREC Energy International Co.,Ltd

Description of Thaketa Gas Fired Combined Cycle Power Plan Product & Service

Installation Scheme

1. Principles for Model Selection of Unit

According to the characteristics of fuel proposed to be adopted in this project, from the aspects of electric load development and characteristics, power source structure, and power generation configuration of Yangon power grid of Myanmar, the installed unit shall be on one hand with a base load and a safe and full generating capacity; on the other hand, the unit shall also be able to startup and shutdown quickly, with relatively strong peak regulation and load varying performance, and be able to take the task of peak regulation. Accordingly the principles for model selection of unit for this project are proposed as follows:

(1) A gas-steam combined cycle unit shall be adopted: With the same gas consumption, the generating capacity shall be increased. Its advantage of large capacity and high efficiency can be fully played with a base load; the unit shall also have relatively good peak regulation performance and be able to bear peak regulation load in compliance with the requirements of power grid and the market.

(2) Condensing unit shall be adopted for steam turbine.

(3) The equipment shall be of advanced performance, high reliability, and high availability ratio.

(4) Power shall meet the system requirements, with a large net power of generation, low net heat consumption and high efficiency.

(5) It shall be adaptable to load.

(6) The equipment shall be at reasonable prices.

(7) The equipment shall be of convenient overhaul, operation and commissioning.

(8) Equipment suppliers shall have good actual performance for supply of similar units, high reputation, and good after-sale service.

1.2 Unit Selection

From the aspects of power source structure, total installed capacity of power, electric load characteristics, and power generation configuration of Yangon power grid of Myanmar, the construction capacity shall be appropriate to be around 110MW.In accordance with the above principles for unit selection, 110MW combined cycle unit is recommended for installed capacity of the project.

The manufacturers now in the world that design and manufacture gas turbines are mainly GE Company in the US, Siemens Company in Germany, Rolls-Royce Company in the UK. We can take the following scheme s about

110MW combined cycle unit after consulting the information:

(1) One set of GE' s PG6111FA gas turbine "1+1" combined cycle unit, the ISO output is 118.4MW, the net efficiency is 55.0% and the gas consumption is 21.0mmCFD. When only 18mmCFD gas is supplied the output is 96.6MW in the annual average meteorological conditions at site;

Through Analysis we know that:The gas is overmuch in the scheme,

The output is relatively high when 18mmCFD gas is supplied in the scheme, and the number of equipments is small;

Through the comparison, we can know that the output and net efficiency of scheme (1) are the highest when 18mmCFD gas is supplied, and the output and net efficiency of PG6111FA unit are bigger in full load condition, what's more, the operation experience is more in the world. Therefore, PG6111FA gas turbine "1+1" combined cycle unit is recommended in the project.

1.3 Model Selection for Supporting the HRSG and Steam Turbine

The HRSG is one of key equipment of the combined-cycle generator. It uses the heat generated by exhaust of gas turbine to produce steam that is provided for the steam turbine. Classified by vapor-water circuit, the HRSG can be single pressure non-reheat type, dual pressure non-reheat type and dual pressure reheat type. The single pressure non-reheat type and dual pressure non-reheat type are often applied to the medial and small combined-cycle unit. Because this kind of boilers have little gas and water circuits and simple structure, their cost of manufacture is relatively low. However, the single pressure non-reheat

type can use little exhaust heat; their efficiency is low as well. Due to additional steam circuit, the dual pressure and triple pressure reheat type HRSG can use more exhaust heat so that enthalpy value of steam is enhanced and thermal efficiency of boilers & the whole plant is further enhanced. Due to additional medium-pressure steam circuit, efficiency of the dual pressure and triple pressure reheat type HRSG is higher, but the corresponding investment is higher as well. The dual pressure and triple pressure reheat type HRSG is the advanced type used by current combined-cycle unit, which is often applied to gas and steam combined-cycle unit with large capacity and high parameter. In consideration gas compressor before natural gas turbine inlet to
of load characteristics and low unit capacity of this project, dual-pressure on-reheat type HRSG is recommended.

Classified by cycle pattern of gas and water of the HRSG, it has two cycle types, including natural circulation and forced circulation. The forced circulation is often applied to the vertical HRSG and the natural circulation is often applied to the horizontal HRSG. Both of two types of the HRSG have their own advantages. The horizontal natural circulation HRSG has advantages of easy operation, strong self-adaption balance capacity for exhaust fluctuation, high available rate and homogeneous scale formation for vertical pipe bundle; however, its structure is less compact than the vertical boiler and it occupies more space. The vertical forced circulation HRSG has advantages of high rate of heat exchange, compact structure, small occupied area and fast start-up; however, it needs additional boiler water recycle pump that often restricts the available rate of the vertical forced circulation HRSG.

According to current generator unit configuration of the Grade F gas turbine, the typical configuration is horizontal HRSG. Hence, the horizontal HRSG shall be considered in this stage. According to pressure grades of the HRSG, the supporting steam turbine has three types, including single pressure, dual pressure and triple pressure. And the corresponding structures are single cylinder, dual cylinders, triple cylinders and dual pressure combined cylinder. Dual-pressure single-cylinder
condensing steam turbine is adopted in this project.

1.4 Unit Selection for Phase II

Different natural gas turbine has a different demand about inlet pressure, in this project the natural gas is from the YWA MA MAIN CONTROL. STN Control Center, the gas pipeline is installed to 1 m outside the plant by the Myanmar Ministry of Electric Power, the gas pressure at the interface is 1.5MPa, but range from 2.46 MPa to 2.81MPa is required by the gas turbine, so it has to set natural
gas turbine inlet to adjust natural gas pressure.

Currently natural gas compressor is mainly separate by three types: first is centrifugal compressor、second is screw compressor、third is reciprocating compressor. Above types advantages and disadvantages as below:

	Centrifugal type	Screw type	Reciprocating type
advantage	1.compact and small size(much small than reciprocating type with same flow) 2.high operational reliability 3.large flow 4.small media pulsation 5.media don't contact with lubricating system oil	1.compression stationary process, the smallest media pulsation 2.small leaks 3.low noise 4.high efficiency 5.simple structure, small size	1.high pressure scope(up to 20MPa) 2.maximum efficiency 3.traffic applicability, a wide range of changes 4.cheap single price, less total investment
disadvantage	1.not suit for small flow rate and high pressure situation 2.efficiency is below than reciprocating type with same parameters 3.regional narrow stable condition	1.low pressure, maximum pressure only can reach 5.0 MPa	1.big dimensions and large weight, complex structure 2.many easily damaged parts 3.media pulsation, operate with vibration

According above contrast, it can be considered three type compressors all suit for this project. According the information supply by compressor manufacturer, and combining the actural condition of the gas pressure and flow, as centrifugal compressor satisfy with

pressure and flow, it is high reliability; screw compressor lack of operating experience in China, exist high risk; as reciprocating compressor suit for pressure and flow demand, it is less reliability and high cost of maintenance, so on this project it is recommend to use centrifugal compressor.

5.3 Technical Conditions of Principal Machine

5.3.1 Technical Conditions of Principal Machine of the Project

According to the above discussion of model selection of principal machine, this project shall temporarily uses the design of multiple-shaft combined cycle unit constituted by PG6111FA type gas turbine manufactured by General Electric Company (GE). Installed scheme shall be "1+1" multiple-shaft scheme; namely, one PG6111FA type gas turbines + one HRSGs + one condensing steam turbine + one generator. Under the ISO conditions and on-site average annual meteorological conditions, parameters of the unit are as follows:

3.1.1 Technical Specifications of Principal Machine

(1) Gas turbine and parameters for the single one is as follows:

Type: single shaft and industrial heavy-duty;

Model: PG6111FA;

ISO output: 77.5MW;

In average annual meteorological conditions output: 71.903MW;

Rated speed: 5231rpm;

Compression ratio: 15.8 : 1;

Flue gas flow: 723.94t/h (ISO);

Flue gas temperature: 608.9°C.

(2) One HRSG and parameters for the single one is as follows:

Type: dual pressure, horizontal, unfired (boiler), natural circulation, open-air arrangement, and HRSG of gas turbine;

Flue gas temperature at the inlet: 608.9°C;

Flue gas temperature: 99.3°C;

Flue gas flow: 723.94t/h;

High-pressure steam flow: 113.2t/h;

Low-pressure steam flow: 15.7t/h;

High-pressure steam temperature: 540°C;

Low-pressure steam temperature: 270.8°C;

High-pressure stream pressure: 9.8MPa.g;

Low-pressure stream pressure: 0.70MPa.g;

(3) One steam turbine:

Type: dual pressure, single cylinder, axial exhausting and condensing type;

Actual output: 38.0MW;

High-pressure steam flow: 107.8t/h;

Low-pressure steam flow: 15.3t/h;

High-pressure steam temperature: 535°C;

Low-pressure steam temperature: 253°C;

High-pressure stream pressure: 8.83MPa.g;

Low-pressure stream pressure: 0.67MPa.g;

Speed: 3000rpm.

(4) Gas turbine generator and parameter for the single one are as follows:

Rated output: 75.65MW;

Speed: 3000rpm;

Cooling method: air cooling.

5) One generator is for the steam turbine:

Rated output: 40MW;

Speed: 3000rpm;

Cooling method: air cooling.

5.4 Thermodynamic System

5.4.1 Component and Operating Mode of the Thermodynamic System

The HRSG uses the high-temperature exhaust of the gas turbine to heat the feed water to obtain steam and exhausts the steam into the condenser after its expansion inside the steam turbine. The condensate water is pumped by a condensate pump into the feed water heater of the waste boiler through a shaft-sealing condenser. Then the condensate water goes into the desecrator of the HRSG for heating and deoxygenization. All of the deoxidized water goes into the low-pressure drum. Part of the deoxidized water in the low-pressure drum goes into the low-pressure evaporator and becomes low-pressure saturated steam, and then the low-pressure saturated steam goes through the low-pressure super heater and becomes the low-pressure superheated steam.

Most of the deoxidized water goes into the high- -pressure economizers of the boiler and then into the high-pressure boiler drum through a feed pump. Then high-pressure super heater is provided for generating high-pressure superheated steam. Finally, the high- and low-pressure steam goes through the high- and low-pressure main throttle valves of the steam turbine respectively and enters the turbine for doing work.

Principle thermodynamic system is shown in F2921K-A01-08.

5.4.2 Steam and water system for HRSG

The condensate water is pumped by the condensate pump to the feed water heater of HRSG. Then the heated condensate water goes into the deaerator for deoxygenization. Finally, the deoxidized water flows into the low-pressure water tank of deaerator.

The HRSG employs the independent high-pressure system. The low-pressure and deoxidation systems are designed unitized. The low pressure drum is also used as the dexidation water tank. Part of the feed water in water tank of desecrator goes into the lower pressure steam generator and most of the feed water flows into the high-pressure economizers through the feed water pump. Steams generated through the high- and low-pressure super heaters are respectively provided for the steam turbine to drive the generator for power generation.

(1) Feed water system

Feed water from the high-pressure feed water pump outlet of the HRSG goes through the regulating valve and then into the high-pressure economizer of the HRSG. Disputer

heater water of the high-pressure super heater of HRSG is introduced from the high-pressure feed water pipe.

Two high-pressure feed water pumps with 100% capacity are provided for each HRSG of the Project, one for operation and the other for standby.

(2) Low-pressure cycle system

Part of the feed water in the low-pressure drum goes into the low-pressure evaporator through the down comer, and becomes the mixture of steam and water. Then the mixture returns to the low-pressure drum. Finally, inside the low-pressure super heater, the saturated steam becomes low-pressure superheated steam. Then the steam is fed to the low-pressure steam inlet of the turbine.

(3) High-pressure cycle system

Most of water in the low-pressure drum is sent to the high-pressure economizer through the high-pressure feed water pump. Left the high-pressure economizer, the heated high-pressure feed water goes into the high-pressure drum and then flows to the high-pressure evaporator through the down comer of the high-pressure drum. It absorbs heat generated by the exhaust of gas turbine and becomes the mixture of steam and water. Then the mixture returns to the high-pressure drum. Finally, inside the high-pressure super heater, it absorbs heat and becomes the high-pressure superheated steam. Then the steam is fed to the high-pressure steam inlet of the turbine. There are two stages of high-pressure super heater inside the HRSG. There is a water-spray desuperheater provided between the two stages of high-pressure super heater.

(4) Deoxidation system

Deoxidation system consists of deaerator and low-pressure drum.

Capacity of the deaerator shall meet the requirements of all operating conditions of the HRSG. Deaerator output shall be not less than the feed water amount needed by the HRSG when the rated evaporation capacity is achieved.

(5) Drainage system and air exhaust system

Drainage and blow down spots are provided for all equipments within the boiler body and for the lowest spot of the pipeline so that inlet and outlet headers of each down comer,

economizer and super heater have smooth drainage and blow down condition and water can be drained off completely.

Air exhaust system of the boiler body shall blow off all air and non-condensed gas inside the equipments and the pipelines within the boiler when water is fed into the boiler or when the boiler is started up.

Continuous or regular blow down is conducted for proper quantity of drainage water inside the boiler to ensure the steam quality. During proper operation, the blow down rate of the HRSG shall be not more than 1%.

Water-release requirement shall be as follows: when the water level of the boiler drum is higher than the emergency water level, the water-release valve can be opened to prevent the drum from being completely filled with water.

5.4.3 Steam and Water System of the Steam Turbine

(1) High-pressure main steam and bypass system

High-pressure superheated steam generated by HRSG enters into the steam turbine through the high-pressure main valve. The HRSG is provided with a high-pressure bypass system with 100% steam capacity. The bypass system can lead the high-pressure superheated steam after reducing temperature and pressure to condenser. The high-pressure bypass system is mainly used as a safety function during unit start-up or load shedding. Materials of the high-pressure main steam pipeline shall be 12Cr1MoVG.

(2) Low-pressure steam and bypass system

Low-pressure superheated steam generated by HRSG enters into the steam turbine through the low-pressure main valve. The HRSG is provided with a low-pressure bypass system with 100% steam capacity. The bypass system can lead the low-pressure superheated steam after reducing temperature to condenser. The low-pressure bypass system is mainly used as a safety function during unit start-up or load shedding.

(3) Condensate water system

The condensate water drained from the condenser hot well is boosted by the condensate pump, and then the condensate water enters the feed water heater of HRSGs after through a shaft-sealing condenser. When its temperature rises to a certain degree after

being heated inside the boiler, it goes into the deaerator for deoxygenation. Both of the deaerator and feed water tank are parts of the HRSG and they are installed on the top of the HRSG, and the low-pressure drum is used as the feed water tank.

Outlet of the shaft-sealing steam condenser is provided with another regulation pipeline for condensate water recirculation. The regulation valve is applied to introducing the condensate water back to the condenser hot well to meet the minimum cooling flow of the condensate pump and shaft-sealing steam condenser.

Make-up water of the condensate water system comes from the make-up water system for the condensate water and goes into the condenser.

Generator unit of each steam turbine of the project is provided with two condensate pumps with 100% capacity, one for operation and the other for standby.

(4) Pumped vacuum system of condenser

The system is provided with two water-ring vacuum pumps with 100% capacity. During proper operation, one vacuum pump is applied to maintaining the vacuum required by the condenser and the other is for standby. When unit is started up, two pumps are put into operation at the same time so that the duration of vacuum extraction is shortened.

Vacuum breaker valve is connected to the condenser shell so that it can break the vacuum when any accident occurs to the unit and can shorten idling time of the turbine.

(5) Circulating water system inside the plant

Circulating water system uses the secondary circulating cooling system with cooling tower.

Rubber ball cleaning devices are provided for both sides of the condenser to prevent the stainless steel tubes of the condenser from scale formation, to enhance effect of heat transfer, and to ensure the vacuum degree of the condenser.

(6) Closed circulating cooling water system

The closed circulating cooling water is mainly applied to cooling gas turbine and generator, steam turbine generator and other auxiliary devices.

Closed circulating cooling water is cooled by circulating water.

(7) Shaft-sealing system of steam turbine

One shaft-sealing steam condenser with 100% capacity and two electric shaft-sealing air exhausters with 100% capacity on the back of shaft-sealing steam condenser are provided for the generator set of each steam turbine of the project, one for operation and the other for standby.

(8) Drainage system of steam turbine

The drainage system can drain the condensate water inside the equipment body of steam turbine, pipes and valves, which prevents water from accumulating when the unit starts or in hot standby.

The drainage system can be opened immediately when the unit trips so as to prevent the steam turbine from over speeding or superheating. The drainage system shall be of automatic control function. All drain valves will open automatically when power is shut down or compressed air supply is stopped.

5.5 Combustion System

Based on the analysis of fuel supply, the Project depends on Yangon General Station of Natural Gas (YWA MA) for gas supply. The gas supply pipeline is led from the Ministry of Energy of Myanmar to 1 m outside the power plant, with air pressure at the interface of 1.5 MPa. External natural gas shall firstly go into the gas booster station in the plant. Here it will undergo measurement, filtering, pressure booster and pressure stabilization. Here it will be delivered to the front module of the gas turbine. One by-pass has been set up in the pressure gas booster station. It has been designed with

110% gas consumption volume for single gas turbine. The natural gas after pressure booster shall meet the requirements of manufacturer of gas turbine on grade, pressure, and temperature.

External air will be sucked into filter and muffler. Here it will be delivered to air compressor on the gas turbine for compressing, and then will be transmitted to the combustor for combustion. Here flue gas will be exhausted from the exhaust chamber of the gas turbine, by way of transitive gas pass, tee damper, bypass chimney, and blind plate, into HRSG. After heated by feed water and steam, it will be exhausted into the atmosphere. The bottom of gas flue at each section shall allow for a certain gradient, with water outlet and

drainage valves installed at the lowest point.

Pressure measuring points shall be provided at the entrance of the inlet flue on boiler, so that the back pressure of gas turbine and resistance to flue gas of the HRSG can be measured correctly.

The chimney of HRSG shall be designed to allow for such factors as heavy wind and earthquake. Necessary dewatering facilities shall be provided at the bottom of the chimney. On the top of the chimney, platform with guard rails shall be constructed. Continuous ladder (with guard rails) from the bottom to top shall be installed on the chimney. Two-layer platform shall be provided for the chimney.

5.6 Main Plant Building Arrangement

5.6.1 Arrangement Principle for Main Plant Building Arrangement principle of power region shall be determined according to overall design principle of "safety and reliability, affordability, simple system,

and high efficiency and environment protection"

(1) In the project, one Class FA turbines, one HRSGs, one condensing steam turbine, and two generators will be installed, with total capacity approximately of 110MW - steam combined cycle units in the power region shall adopt a "1+1" multiple-shaft scheme.

(2) Design of the power region shall conform to relevant design and technical specifications and regulations, and guarantee smooth process flow, reasonable layout and well-arranged overhaul facilities and sites to facilitate operation and overhaul.

5.6.2 Main Plant Building Arrangement

5.6.2.1 Arrangement of Power Region

The power region of the Project consists of generator set, steam turbine house, HRSG and air compressor station. With a full consideration of facilitated production, safety operation, shortened construction and installation period and availability of inspection and maintenance, the power region is designed with appreciate size of houses, reducing the construction quantity in terms of steel, concrete, pipelines, and cables.

In this region, a "1+1" multiple-shaft scheme is adopted. One gas turbine with one HRSG will be an arrangement, and parallel arrangement shall be adopted between gas turbine set

and steam turbine set. Distance between center lines of gas turbine and steam turbine shall be 28m.

The scheme features a short distance for outgoing line of generator bus, reasonable arrangement of transformers, and smooth arrangement for process pipeline for circulating cooling water and main steam.

For details, see the F2921K-A01-05 and the F2921K-A01-06.

5.6.2.2 Arrangement of Generator Unit, HRSG and Air compressor station

The generator set is in a low-level and open arrangement. The gas turbine is structured to be modular. Auxiliary machines for the gas turbine are provided in the open air around the gas turbine, including front module, washing module, gas turbine power control cabinet, battery box and CO2 bottle group etc.

The generator shall be installed at the cold end of the gas turbine. The gas turbine shall adopt axial exhausting, and HRSG, and tail chimney shall be arranged in sequence.

The HRSG shall be arranged in the open air. It shall be structured as a whole steel frame, with low pressure drum and high pressure drum (with deaerator) located on the top platform. Feed water pump, condensate recirculation pump and regular blow down drain flash tanks shall be installed at the side of HRSG.

Air compressor station is individually arranged. Auxiliary equipment building horizontal span is 6m, which length is 24m, vertical column spacing is 6m, 6m, 6m and 6m. Air compressor station has only one floor. It is divided into two rooms, one room is compressor room, and the other one is arranged electric security diesel.

For details, see the F2921K-A01-11 and the F2921K-A01-12.

5.6.2.3Arrangement of Steam Turbine Building

The steam turbine house shall be located at the west north side of gas

turbine set. The steam house shall be 15m in horizontal span (axial A to axial B), 37m in length (column 1 to column 7), with longitudinal column distance being 7m, 6m, 6m, 6m and 6m. Furthermore, the central control room, electric devices room and chemical water room shall be located at the place between 8～13 column and axial A～B inside the plant.

A 32t/5t overhead crane shall be provided at the top of transverse beam of the house. The elevation of the top of crane track shall be 17.7 m and the maximal hoisting height of 15m. The distance between the center line of steam turbine generator and axial A is 8.0m, with axial B is 7.0m.

The area between column 1 and 2 shall be the overhaul site. The generator set shall be located between column 2 and 6.Lubricating oil module, cooling water pipe of air cooler for generator, and HV and LV steam valves and bypass valves shall be installed beside the generator set base, close to axial A. Condensate pump shall be arranged in the condensate water pit. Circulating water pipes cross the steam hall from axial A. Rubber ball cleaning device is arranged beside the circulating water pipe.

In this project, the "1+1" sets will share one central control room, which is located on the operation layer, between 8 ～9 column and axial A～B inside the plant. For details, see drawing F2921K-A01-13～16.

5.7 Chemical

5.7.1 Basic data for design

The Plant is proposed to build 1x6FA gas turbine+1^40MW steam turbine， a 126.9t/h HRSG, which is double pressure, horizontal, no supplementary firing， natural circulation， outdoor laying-out. High-pressure

steam flow： 113.2t/h， 540.0°C，9.80 MPa. Low pressure steam flow:15.7 t/h，270. 8C，0.7 MPa.

The scope of design for chemical part covers： boiler make-up water treatment system, make-up water and chemical dosing system，water & steam sampling and analyzing system, circulating cooling water system、chemistry laboratory and etc.

5.7.2 Water source and water quality

The raw water of boiler make-up water and turbine condenser circulating cooling water is from the Nga Moe Nyeik Greek river near the plant. An analysis of the water quality in

January 2015 is provided by the owner(as follow table) at the current stage, the design of water treatment system at current stage is adjusted accordance with reference to the water quality, we will check the water treatment system at the next stage when we grasp the newest 12 months complete analysis of water.

Item		Value	Item		Value	
		mg/L			mg/L	mmol/L
Cation	Na+	779	Hardness	Total hardness		9.08
	Ca2+	50.7		Carbonate hardness		1.25
	Mg2+	79.58		Negative hardness		
	Fe2+	0.069	Alkalinity	Phenolphthalein alkalinity		0.00
	Al3+	0.012		Methyl orange alkalinity		2.28
	NH4+	0.23	Conductivity		7690^S/cm	
	I	909.5	pH		7.26	
Anion	Cl-	1277.		Free CO2		
	SO42	162.3		COD	11	
	HCO3	139.1		Total silicon(SiO2)	65.78	
	CO32	0.00		Activated silicon	20.27	
Item		Value	Item		Value	
		mg/L			mg/L	mmol/L
	NO3-	4.67		Total solid	2575.	
	PO43	0.68		Dissolved solids	2370.	
	SiO32			Suspended solids	205.4	
	i	1584.				

According to the analysis of water above， the salt content and silicon dioxide content in raw water are extremely high. Based on *Technical code for designing chemistry of fossil fuel power plants* (DL/T5068—2006) ,when using surface water , the newest 12 months complete analysis of water should be grasped. So we advice the owner to get the newest 12 months complete analysis of water at the next stage， which help us check the water treatment system.

5.7.1 Boiler make-up water treatment

5.7.3.1Choosing the system

1. Based on the requirement in code、parameters of turbine and boiler and the quality standard of water&steam， considering that the salt content of raw water、hardness and COD， in order to avoid the heavy pollution caused by regeneration of ion exchangers， we choose the boiler make-up water system as the reverse osmosis +EDI，all the systems are connected in parallel.

2. In order to make the RO system run well, we must set the pre-treatment system of make-out water. Compared to the traditional pre-treatment device, the UF device guarantees stable and good water quality, which is hardly influenced by the raw water quality, removing organic molecules and colloidal silica effectively， guaranteeing the requirement of the water that flows into RO system(turbidity <1.0NTU、sludge density index <5). So we set the UF system before the RO system as the pre-treatment device. The UF system uses connecter in parallel.

3

3. The project will set two 150m demin salt water tank， to meet the demand of water when the unit starts or breaks down.

5.7.3.2 Output of boiler make-up water system &process flow 1.Water and steam losses of the plant are as follows:

No.	Item	Water quantity m3/h	Remark
1	Normal loss of water and steam recycling in the plant	3.87	3% of overall evaporating capacity
2	Blowdown loss of drum and boiler	1.29	1% for condensing turbine power plant
3	Closed circulating water loss	5.29	According to data
Total		10.45	

Based on the above table, the normal volume of make-up water the boiler needs is 10.45m3/h. Based on DL/T 5068-2006《Technical code for designing chemistry of fossil fuel power plant》， considering the RO system with a margin rate of 40% ,self-using water and units start-up or be in an accident in a non normal use in a certain time accumulation, operating output of boiler make-up water system is designed by 18m3/h.

2. Process flow of the major water treatment system is as follows:

Raw water from chemical water booster pump— self-cleaning filter^ ultrafiltration device—• ultrafiltration water tank—• ultrafiltration water pump— primary reverse osmosis cartridge filter— primary reverse osmosis high-pressure pump— primary reverse osmosis device —primary reverse osmosis water tank —secondary reverse osmosis water booster pump —secondary reverse osmosis cartridge filter —secondary reverse osmosis high-pressure pump— secondary reverse osmosis device—reverse osmosis water tank—reverse osmosis water pump— EDI device— demin water tank— demin water pump — main power house.

5.7.3.4 Operation and control of boiler make-up water system

The boiler make-up water system is adapted to PLC control mode in the central control room， setting full automatic control mode、 half automatic control mode and CRT keyboard contro mode, keeping the local control function.

Sound and light signal alarm is adopted in the control of high and low warning water levels of water tank and water pump accident of the main system.

All above control functions are all centrally managed, monitored and automatically programmed control via the industrial control computer and programmable controller, and communicate with the main power house control system via CRT display screen display system and the valve operating conditions.

5.7.3.5 Layout

The chemical water treatment building is located in the west side of the main building of boilers, detailed layout refers to the general layout。The operation analysis room、

control room、 water analysis room、 oil analysis room and etc are arranged in the chemical laboratory building , which is next to the water treatment room, as a whole building.

5.7.2 Dosing system for feedwater and boiler water、 Steam sampling

To improve the pH of feedwater and avoid scale formation corrosion of thermal system， the plant are provided with a set of ammonia dosing device and a set of hydrazine dosing device， the injection point is set under the comer of deaerator.

To avoid scale formation and corrosion of thermal system, the plant are provided with a set of phosphate dosing device. The injection point of phosphate is steam drum.

There are a set of concentrated water and steam sampling analysis device， to monitor the running condition of steam and water system and control the dosing system.

Dosing system for feedwater and boiler water and steam sampling device are located in the second floor of the feedwater pump room near the boiler room.

5.7.3 Circulating cooling water system

To avoid bacterial in circulating cooling water， the plant are provided with a set of sodium hypochlorite dosing device in circulating cooling water treatment room， the injection point is the forebay before the circulating cooling water pump.

5.7.4 The management of oil affairs of the plant

5.7.6.1 The turbine oil treatment device is equipped with turbine when purchasing， so no more oil treatment device will be considered.

5.7.6.2 Considering the actual situation of the plant , taking the large area and the low utilization of the transformer oil treatment device, which also needs long-term maintenance， transformer oil treatment device is not provided in this project, new power plant construction needs transformer oil construction are in one-time injection transformer. If the transformer oil deteriorates after long running, the plant is supposed to change the oil.

5.7.5 Chemical laboratory facilities

The chemical laboratory facilities and instruments should be equipped with the corresponding unit capacity grade standard.

5.3 Electrical Section

5.8.1 Main Electrical Wiring Plan

5.8.1.1 Project overview

Newly built 118MW (ISO condition) combined cycle power plant, including one 75.65MW class gas turbine generator and one 40MW class steam turbine generator, '1+15configuration.

5.8.1.2 Main electrical wiring

Generator-transformer group unit connection is applied in this project. A 90MVA step-up transformer is adopted for the 75.65MW class gas turbine-generator, and one 50MVA step-up transformer for the 40MW class steam turbine generator. The high voltage side of the step-up transformer is connected with the 66kV substation which has a double busbar system. There will be three 66kV outgoing line to thaketa substation tentatively.

5.8.1.3 Start up power for generators

There will be a start up process before the combined cycle unit is put into generation. The unit will be powerd through static frequency converter (SFC) and the generator will act as a motor in order to start up the unit in this process. The start- up energy is fed back from thaketa substation through the outgoing line for there is a GCB at the output of the generator. According GE and other main equipment manufacture, the start-up power needed is about 6000kVA and the grid system need to confirm the capacity of thaketa substation.

5.8.1.4 Thaketa substation modification

The 66kV switchgear at thaketa substation is of double busbar connection, and according to the request of the grid, the outgoing lines will be connected to section A of the switchgear. The 3 spare spaces on section A will be modified for the connection of the newly built plant.

There is no other modification for the bidder besides the 3 spare spaces and the grid need to modify other equipments related for the need of the connection.

5.8.1.5 Generator circuit

Enclosed isolated phase bus is applied between generator, step-up transformer and unit auxiliary transformer, and there will be GCB at the output of generator.

5.8.1.6 Earthing method of neutral point

The generator5s neutral point will be earthed through a grounding transformer.

The neutral point on the HV side of step-up transformer will be earthed directly.

The neutral point of the unit auxiliary transformer will be earthed through a high resistance.

The neutral point of 400V auxiliary system will be earthed directly, four lines with three phases.

5.8.1.7 Short circuit current calculation

Cause there is no short circuit current information of thaketa substation, the rated breaking current of 66kV switchgear will be 31.5kA tentatively, while 100kA for GCB of gas turbine generator, 63kA for GCB of steam turbine generator, 40kA for 6.6kV equipment. The final selection will be made after the system information is submitted.

5.8.2 Wiring of auxiliary power

5.8.2.1 Voltage of the auxiliary power

6.6kV and 400/230V two-stage voltage auxiliary power system will be used in this project.

5.8.2.2 6.6kV high voltage auxiliary power system

The rated voltage of generator is 11.5kV, so there will be one unit auxiliary transformer for each generator, and feed power to unit 6.6kV section I&II. There will be an interconnection switch between section I and II, and the two unit auxiliary transformers are spared for each other.

5.8.2.3 400/230 low voltage power system

There will be two LV unit auxiliary transformers and two LV PC section A& B, which will feed power to the low voltage loads. The two LV transformers will be connected to 6.6kV section I and II respectively, and there will be an interconnection switch between section A and B. The two LV

transformers are spared for each other.

There will be an emergency diesel generator and an emergency PC section to ensure the power need for unit safety shut down, and the wiring connection is single busbar. At normal condition the emergency PC is powered by LV unit auxiliary PC while in emergency it will be switched to the circuit of emergency diesel generator to supply a continuous power.

According to different loads there will be turbine MCC/boiler MCC/ water pump MCC/chemical water MCC, and so on. MCC will have a double power supply.

5.8.3 Electric equipment layout

5.8.3.12 Electric general layout

The step up transformer will be installed outside the main building in this project, and steel-cored aluminum strand will be used to connect the HV side of main transformer and 66kV substation.

5.8.3.2 Layout of auxiliary power

The 6.6kV and LV switchgear will be installed at 0m of main building, and double row layout. MCC will be installed in different workshops according to different loads. The emergency diesel generator will be installed in an independent room at 0m of air compressor workshop.

5.8.4 Over-voltage Protection and Grounding

The over-voltage protection of 66kV AIS/ area outside row A of main building/ transformer will be designed according to DL/T 620-1997 .

5.8.4.2 Incoming Surge Over-voltage Protection

To prevent harm of lightning surge on electrical equipment, zinc oxide lightning arrester is installed on the outgoing lines of 66kV switchgear. Ground strip will be installed on the rooftop of building when it is needed.

5.8.4.3 Grounding device

The grounding system in the plant area adopt composite grounding grid composed by horizontal earthing rods and vertical earthing rods, which will confirm that the ground potential/touch potential/ step potential will not exceed the set point of codes.

Anticorrosive and short-circuit thermal stability should be considered when choosing grounding materials, and measures of voltage-sharing should be taken according the reality.

5.8.5 DC System and UPS

5.8.5.1 Unit DC System

One set of unit DC system is adopted for the main power house. The DC system consists of two sets of 600Ah valve controlled sealed lead acid batteries and two sets of charging devices. The rated voltage for the DC system is 220V. The AC auxiliary power blackout time is considered to be 1 hour.

The DC system is divided into two buses and a connecting switch is provided between buses. The charging unit and storage batteries are connected to each bus respectively. High frequency switch power supply chargers are backuped as per N+1 module. Power supply network of the DC system adopts radial method to supply power.

5.8.5.2 DC System for 66kV Substation

One set of 220V DC system is adopted for the 66kV substation in this power plant. The DC system consists of one group of 300Ah valve controlled sealed lead acid batteries and one set of high frequency charging devices. The DC system adopts single bus connection.

DC power of the offside 66kV transmission line equipments shall be provided by the DC system of the grid substation.

5.8.5.3 AC Uninterruptible Power Supply (UPS)

One set of 40kVA UPS will be provided to supply power to DCS system, thermal protection equipment, instruments, automatic devices and other important AC loads. The UPS adopts static type switch, and the total static transfer time is no more than 4ms.

UPS main cabinet, bypass cabinet and feeder cabinet are all located in the electrical equipment room in main power house.

5.8.6 Secondary Wiring

5.8.6.1 Generator Set Control System

DCS system will be adopted to realize turbine and generator which to be setted to control in the central control room. The following equipments and systems shall be monitored in DCS system: main transformer and its 66kV equipments, generators, LV auxiliary transformers, LV power supply system, DC system, UPS system. The DCS system

realize conventional functions such as data acquisition and processing, accident alarm, trend analysis, on-line display, control operation, data statistics and printing, system self-diagnosis and clock synchronizing functions.

Besides the electrical control, signal and measurement are included into computer monitoring, to ensure the safe emergency shutdown of the generating unit in case of the occurrence of overall or significant accident to the computer monitoring system, the electrical system will be provided with the following independent backup hard manual operation device and monitoring equipment ： Generator circuit breaker emergency trip button, Generator magnetic field switch emergency trip button, Fire water pump start-up button, Generator stator AC wire volt meter, Generator stator Phase B ammeter, Generator excitation ammeter.

The control and measurement devices such as transmitter panel, watt-hour meter panel, synchronization panel, generator-transformer protection panel needs to be located in the electrical equipment room in main power house.

5.8.6.2 Network Control System (NCS)

Two generator sets are connected to the 66kV substation via step-up transformer. The 66kV equipments for two step-up transformers are monitored and controlled by the DCS system in main power house while other 66kV equipments for this project are controlled by Network Control System (NCS).

5.8.6.3 Element protection

Microcomputer relay protection devices are adopted for generator and main transformer.

1) Protection configurations for the transformer unit of the steam turbine generator:

Differential protection for the steam turbine generator Differential protection for the steam turbine main transformer Positive sequence over-current protection for the steam turbine generator

Negative sequence over-current protection for the steam turbine generator

Stator grounding protection for the steam turbine generator Zero sequence current

protection for the steam turbine main transformer Gas protection for the steam turbine main transformer Pressure relief protection for the steam turbine main transformer Cooling unit failure protection for the steam turbine main transformer Winding temperature protection for the steam turbine main transformer Oil temperature protection for the steam turbine main transformer Oil level abnormality of the steam turbine main transformer On-load voltage regulating gas for the steam turbine main transformer Pressure relief of the on-load voltage regulating for the steam turbine main transformer

2) Protection configurations of the gas turbine main transformer: Differential protection for the gas turbine main transformer Zero sequence current protection for the gas turbine main transformer Combined voltage over-current protection for the gas turbine main transformer

LV one-phase grounding for the gas turbine main transformer Gas protection for the gas turbine main transformer

Pressure relief protection for the gas turbine main transformer Cooling unit failure protection for the gas turbine main transformer Winding temperature protection for the gas turbine main transformer Oil temperature protection for the gas turbine main transformer Oil temperature protection for the gas turbine main transformer On-load voltage regulating gas for the gas turbine main transformer Pressure relief of the on-load voltage regulating for the gas turbine main transformer

6.6kV auxiliary power supply system adopts to micro-computer protection device for relay protection and control purpose. The protection devices are arranged in corresponding medium-voltage switch cabinets.

400V LV auxiliary power supply system uses micro-computer protection device, intelligent release protection in frame breaker, plastic clad switch and motor protector are all equipped for the protection of plant service power facilities.

5.8.6.4 The protection of booster station and on the side of line

Each 66kV line is configured with a set of line fiber differential protection as the main protection, backup protection and the configuration of the corresponding.

On one side of the corresponding line of a substation regards differential protection as the main protection, backup protection and the configuration of the corresponding. On the other side of substation protection and control device is not considered in the scope of work.

5.8.6.5 Automatic Device

1) Synchronization system

For each generator circuit breaker, a microcomputer automatic quasi-synchronization device is equipped. The synchronization system adopts single phase method. The working status and alarm signals of the auto quasi synchronizer will be sent to DCS. The synchronization of the three outgoing line circuit breakers will be realized by the control and measurement devices.

2) Fault recorder

Each unit is equipped with a fault recorder panel. This device can monitor the system continuously, record the waveform changes in system current, voltage, high-frequency channel modulating and switch input caused by disturbance of faults and vibration. The record starts once any starting element acts. The starting element will be back to be normal after the fault is cleared and vibration ends. Records end after the pre-set time.

3) Energy metering instrument

Three outgoing lines are equipped with revenue metering equipments. A main electric energy meter and a check electric energy meter are equipped at these revenue points (accuracy 0.2S watthour meter and 2.0 varhour meter).

5.8.7 Power grid connection

Since no report is regarded as connection to the local power grid is available, the system communication, dispatching automation and system relay protection will be finalized when the power grid connection report is available.

5.8.8 Excitation system

The exciter adopts the brushless type with a rotating armature/rectifier assembled on the same shaft as the main generator rotating armature. The excitation system of generator sets are provided by manufacturers.The exciter field is controlled by the automatic voltage regulator (AVR). AVR will inhance power system stability by regulating voltage and reactive

power output of generator in fast reaction.

5.8.9 Fire alarm system

One set of fire alarm system is provided for the whole plant. The fire alarm system consists of complete set of fire detectors， centralized alarm controller, fire fighting joint control equipment, external interfaces, corresponding auxiliaries and etc. The fire alarm system covers the main power house, office building, cable channels and etc.

5.8.10 Plant internal communication

The factory communication includes production management communication and production dispatching communication. The factory will set up a digital program-controlled switch as plant management communication, and at the same time regard it as the whole plant production scheduling communication, its capacity concludes 200 doors. A single operator's position will be provided in the central control room of this plant.

5.4 Instrumentation & Control

5.9.1 Instrumentation & Control (I&C)

5.9.1.1 Instrumentation & Control Level

The monitoring and control of unit are generally performed in the

Distributed Control System (DCS). Monitoring and adjusting of the steam turbine uses Digital electro-hydraulic control system (DEH). The startup, stoppage, monitoring and controlling, and accident handling of combined cycle units are operated in the centralized control room (CCR). This project does not include SIS and MIS system.

LCD/mouse/keyboard is the main monitoring and controlling manner for the unit. Monitoring scope for DCS of the unit is as follow:

- Control for heat recovery steam generator (HRSG)
- Control for steam turbine (ST) auxiliary system (drain system, condensate system, open/closed circulating cooling water system, vacuum extraction system of condenser)
- Control for generator-transformer unit and station-service power
- Control for steam-water sampling dosing system
- Control for air compressor station

Gas turbine control system is designed and distributed by the gas turbine manufacturer. Operator stations, engineering stations, and control cabinets are set in the local control room, and DCS network is accessed by communication. A remote operator station is provided for remote monitoring in the centralized control room.

5.9.1.2 Instrumentation & Control Level of Auxiliary Shop

The uniform standards of DCS control system is adopted in auxiliary shop. Monitoring points are set at the control room of boiler make-up water treatment workshop. The operators can monitor make-up water treatment system, industrial wastewater treatment system and domestic wastewater treatment system in the control room of boiler make-up water treatment workshop. The DCS operators can monitor remotely the system of auxiliary shop in the CCR. Natural gas regulating system is connected to DCS network via communication and hard wiring.

5.9.1.3 Configurations for System Network Structure

A set of DCS network is set in Phase I of the Project. Redundancy configuration is used. External systems like natural gas regulating system, gas turbine control system, and DEH shall be connected to DCS network via communication and hard wiring.

5.9.2 Basic Functions and Requirements of DCS

In this project, the DCS shall be adopted as the core in accordance with specific control devices to compose a stable and reliable control system. Main functions of this system are as follows:

5.9.2.1 Under the startup, stoppage, normal operation, or abnormal working conditions, automatic checks shall be conducted to indicate, alarm, print, tabulate, provide information, and accumulate data.

5.9.2.2 Under unit startup and normal operations, each closed-loop control system is provided in time to automatically control each parameter.

5.9.2.3 When the unit is in start-up, stop, or accident status, corresponding equipments or systems shall be switched automatically, keeping the unit working in favorable working conditions and protect the equipments from being damaged.

5.9.2.4 When accidental tripping occurs in units, primary reasons for accidents and

tripping orders of main devices will be automatically detected.

Relevant main parameters can be automatically traced within the period of printing trips to facilitate the analysis of detailed reasons and damage degrees of accidents.

5.9.2.5 Sequence controls of local process and linkage operations can be automatically achieved as per orders from operators.

5.9.3 Centralized Control Room

5.9.3.1 Design Principles

5.9.3.1.1 Design of the control room should meet the following requirements:

- Access for the operation personnel to turbine, boiler, service power, and equipment rooms should be unimpeded and convenient for them to conduct normal inspection as well as accident management.
- Arrangement of the panel in the centralized control room should be convenient for operating and walking.
- As for building of the centralized control room, uniform decoration should be adopted to achieve elegant appearance and practicability as well as color coordination.
- Adequate illumination without glare should be available in the centralized control room in order to avoid problems due to unhealthy illumination during operator's monitoring.
- Air conditioning system is adopted in the centralized control room to keep indoor temperature, humidity, and fresh air.

5.9.3.2 Arrangements in the Control Room

The unit is performed in the centralized control way. Operation platform, fire alarm panel, etc, are arranged within the centralized control room. Five DCS operator stations (where one is used as shift station、one is used as auxiliary system), one operation station for gas turbine and three net controlling operation stations are equipped. Steam drum level industrial TV and industrial closed-circuit TV are arranged on the TV walls within the CCR.

I&C electronic equipment room and engineer room shall be arranged around the CCR. DCS cabinet, DEH cabinet, turbine distribution box, power supply cabinet, electrical

cabinet, etc. are arranged within I&C electronic equipment room.

5.9.4 Control Mode

5.9.4.1 Control Mode

5.9.4.1.1 A complete instrument and control system consists of DCS, specific control device, and local regular instrument and control device are used.

5.9.4.1.2 Supporting control systems, supplied by gas turbine manufacturers, shall be in automatic control. Operator station (HMI) shall be arranged within the centralized control room, and HMI can achieve the control, monitoring, recording, alarms, etc. for the gas turbine.

The gas turbine is provided with a local control cabinet, which arranged in the local control room next to the gas turbine. Intercommunication is provided between the gas turbine control system and the DCS, but some important control signals are connected via hard wiring.

5.9.4.1.3 Steam turbine is controlled by DEH supplied by turbine manufacture, and DEH functions are as follows:

- Steam turbine regulations
- Steam turbine protection

Automatic control of steam turbine auxiliary devices

- Monitoring on steam turbine generator

5.9.4.1.4 Network Structures of Automation Control System of the Plant is refered to F2921K-A01-21.

5.9.4.2 Configuration Principles for Conventional Instruments and Backup Operation Means

After DCS is adopted, in addition to a few important parameters and key control projects, regular indications and control devices shall not be set repeatedly. Configuration principles of these key projects are to ensure the safe stoppage for DCS when faults occur to communication network and operation station. They shall be designed as “direct drive” modes. Backuped manual operation shall include at least the following items:

Emergent shutdown of the steam turbine

Emergent shutdown of HRSG

Emergent shutdown of the gas turbine

Tripping button for outlet breaker switch of the generator

Water-release valve for steam drum

Vacuum breaking valve of condenser

DC lubricating oil pump

AC lubricating oil pump

5.9.5 Reliability of the Control System

Safe operation of the unit depends on high reliability of the control system. The DCS is of extremely high reliability, and the system usability is >99.9%.The following reliability measures are adopted in the control system design:

5.9.5.1 Redundancy Configuration:

This system conduct redundancy configuration for important system parts like the data bus, communication hardware, CPU, and power supply as well as important parameters.

5.9.5.2 Self Diagnosis

This system has self diagnosis function. When a fault is detected, the system generates a failure alarm and point out its location and equipment code. On the other hand, it cuts off the operation of the failure equipment and starts the standby equipment of redundancy configuration, or operates in a way that the system safety is in a lower grade. For example, automatic mode is replaced by manual mode.

5.9.5.3 Redundancy Configuration for Measurement Signal

Two-out-of-three or one-out-of-two redundant structure is adopted for measurement signal of important parameters. Correct signal shall be chosen, and an alarm shall be generated for the fault signal.

5.9.5.4 As for equipment like the detecting element, transmitter, control valve, and actuator, reliable and mature products shall be adopted in order to guarantee well operation of the whole control system.

5.9.6 Primary Control System

5.9.6.1 Distributed Control System (DCS)

DCS deals with data acquisition and processing, modulating control, sequential control, and control for electrical service power. This is to meet the requirement for various operating conditions, and guarantee safe and effective operation of the unit.

Control range of DCS includes HRSG, auxiliary system of the steam turbine, electrical service power, and other auxiliary utility system (including the air compressor system).

DCS comprises the I/O module, distributed processing unit, data communication system, and man-machine interface.

DCS is easy to be configured, utilized, and extended.

Reasonable redundancy configuration and self-diagnosis function that can even diagnose the card fault are adopted for DCS, and these equip it with high reliability. Operation of the whole system will not be influenced by a fault of any part in the system.

System parameters, alarms, and self diagnosis results can be displayed on LCD or printed through the printer.

DCS also adopts effective measures to prevent computer viruses and data loss of storage.

5.9.6.1.1 Data Acquisition System (DAS)

5.9.6.1.1.1 General

5.9.6.1.1.1.1 Data acquisition (DAS) collects and processes all important measuring point signal and equipment status signal about the unit
in order to provide relevant operation information to the operator and achieve safe and economical operation of the unit. An alarm can be immediately generated when any abnormal condition occurs in order to improve the unit usability.

5.9.6.1.1.1.2 DAS has at least the following functions:

Display: including the display of the operation, group, bar chart, trend, and alarm

Tabulating and recording: including regular recording, request recording, sequence of event (SOE) recording, and trip summary log

Historical data storage and retrieval

Performance calculation

5.9.6.1.1.2 Display

5.9.6.1.1.2.1 Operation Display

Multilayer display structure is adopted, and the quantity of the layers is dependent on process and operational requirement. Such multilayer display provides the operation personnel with convenience on page turning to acquire necessary details on operation and conduct specific operating condition analysis.

Multilayer display includes display of plant area (also called general view display), function display, and detail display.

5.9.6.1.1.2.2 Standard Image Display

Group display

Bar chart display

Trend display

Alarm display

5.9.6.1.1.2.3 Operation Instructions

DCS provides detailed and complete intelligence operation instructions on the unit operation to guide the operator to achieve the following works: Operations on start/stop working condition Correct treatment to faults Abnormal condition or failure of the power plant Prevention of misoperation

5.9.6.1.1.2.4 Other Display HELP display

System status display

5.9.6.1.1.3 Records

Editable titles are adopted rather than preprinted forms for all records. Recording function can be controlled by program commands or the operation personnel, and all process points available in the data base can be recorded. Recording of the power plant is as follows:

Regular recording

Operation recording of the operation personnel Sequence of events (SOE) recording Trip recollection recording Recording of the operator Equipment operation recording

5.9.6.1.1.4 Historical Data Storage and Retrieval (HSR)

Detailed long-term operation data is stored and can be printed by commands or displayed on LCD.

5.9.6.1.1.5 Performance Calculation

Online performance calculation ability will be provided to calculate efficiency and performance parameters of the unit and its auxiliary equipment. Printing records shall be available for these calculated values and subtotal values which shall be able to be displayed on LCD.

5.9.6.1.2 Modulating Control System (MCS)

5.9.6.1.2.1 Basic Functions

Modulating Control System (MCS) coordinates HRSG and turbine as per load commands, and ensure stable operation of the unit through sub-circuit as per load requirements and conditions of combined cycle units.

(1) Control system includes each sub-system consisting of a micro-processor. These sub-systems ensure accomplishment of regulation controls of the generator set and auxiliary system specified hereafter.

(2) Control system meets requirements for safe startup and stoppage of units, operation of fixed pressure and sliding pressure.

(3) Control system is divided into many sub-systems, the designs of which are consistent with principles of "Independence and Completeness", in order to keep the minimum information exchange capacity on a data communication bus.

(4) During local faults of control system, control system of redundant configuration shall not invoke emergent status of the unit and shall minimize the influence.

(5) Within the automatic control range, control system shall be in automatic manners without human interventions in any nature.

5.9.6.1.2.2 Specific Functions

The MCS mainly and at least includes the following functions:

Control for water level of the drum

Control for steam temperature

Control for HP steam pressure of the steam turbine

Control for LP steam pressure of the steam turbine

Control for water level of the condenser

Others

5.9.6.1.3 Sequence Control System (SCS)

The SCS can implement logical control and sequence control for combined cycle units, and motors, solenoid valves, and actuating mechanism for auxiliary system, which shall include controls for subgroups and single equipment.

Sequence control sub-systems include supporting configurations of primary equipment, such as vales (dampers) and their auxiliary machineries. The sub-system includes but not limited to the following sub-units:

Sub-units of HRSG Sub-units for cooling

tower fans Sub-unit for circulating water

5.9.6.2 Gas Turbine Control System

Gas turbine control system provides complete supervision, control, and protection functions for gas turbine generator and its auxiliary machines. It shall be divided into the following 3 parts:

Control

Sequence control

Protection

5.9.6.3 Digital Electro-Hydraulic (DEH) Control System

DEH provides all necessary controls for the steam turbine, and its functions includes closed loop and open loop control and monitoring, alarms and tripping handling, and records for alarms, tripping, and events.

Main steam turbine control includes the following functions:

Steam turbine regulations

Steam turbine protection

Steam turbine automatic control

Monitoring on steam turbines and generators (temperature, vibration, alarm handling,

etc.)

5.9.7 Power Supply and Air Supply

5.9.7.1 Power supply

5.9.7.1.1 380/220V AC power supply

380/220V AC power supply, coming from boiler and steam turbine I&C distribution box, shall be adopted for motor-operated valve power and control circuit within main power buildings. 380/220V AC power supply, coming from distribution box of auxiliary shops, shall be adopted for motor-operated valve power and control circuit within auxiliary power buildings.

I&C distribution boxes of the unit shall be arranged at the boiler and steam turbine. Each place shall be provided for double circuit power supply: one is from service power and another is from security power.

In auxiliary shops, I&C distribution boxes shall be connected to electric panel in relevant workshop.

5.9.7.1.2 220V AC (24V DC) power supply

In main power buildings, 2 circuits are provided for regular instruments, DCS devices, STG control devices and 220V AC (24V DC) power supply of other specific control system: one is for working power supply via UPS; one is for standby power supply via working section.

5.9.7.2 Air Supply

The air of pneumatic actuators and pneumatic regulators are supplied by an instrument compressed air system which is composed by air compressors, filters, air storage tanks, and dryers. Air storage tanks are provided to ensure reliabilities of air supply.

5.9.8 Industrial Closed-circuit TV

Closed-circuit television (CCTV) is provided in this project. Surveillance scope includes dangerous and poor environment areas, auxiliary shops, and transformer areas within main power buildings. All videos and images captured by cameras set at preceding places can carry out real-time display, dynamic video recording and playback at the CCR. Attendants can monitor relevant video information from each region. The number of local cameras shall

not be less than 20.

5.9.9 I&C system encoding rules

Encoding rules of Gas turbine system is designed by Gas turbine manufacture. Conventional coding system is adopted at I&C control system except Gas turbine system. Specific encoding rules see I&C instrument

coding principles and legend symbols volume of the detailed design.

5.10 Architecture & Structure

5.10.1 Overview of the Plant design

5.10.1.1 Overview of the main power building design

Design plan for this phase is steel frame structure, which consisting of two parts of steam and electric auxiliary area. The distribution room, electronic equipment room, battery room, chemical dosing and sampling room, cable room, air-conditioner room, contral room and electron equipment room are arranged within the electric auxiliary area. The plane layout of main power buildings is compact, with smooth traffic and concise and sprightly elevation form.

Table 5.10.1-1 Main data table for construction scheme of main power buildings

1	Main power building column span	m	6,7,8,9
2	Elevation of the operation floor in main	m	8
3	Span of the steam turbine house	m	15
4	Length of the steam turbine house	m	37
5	Elevation of top for rail of overhead	m	17.7
6	The bottom elevation of the roof girder	m	20.7

Remarks: In this table, all indications are calculated as per dimensions of the axis line.

5.10.1.2 Main power building arrangement

1) Steam turbine house

The steam turbine house shall be 15m in horizontal span (axial A to axial B), 37m in length

(axial 1 to axial 7). A 32 t/5 t overhead crane shall be provided in the steam turbine house. The elevation of the top of crane track shall be 17.7m and the max. hoisting height of 15m. The base for steam turbine generator set shall be located between axial 2 and 6. The distance between the center line of steam turbine generator and axial A and B are 8m and 7m. The area between axial 1 and 2 of the steam turbine house shall be the overhaul site.

2) Electric Auxiliary area

The electric auxiliary area shall be 39m in length (axial 7 to axial 13), 15m in horizontal span (axial A to axial B). It covers three layers: 0.00m layer for distribution room, battery room and chemical dosing room;4.00m layer for chemical sampling room, cable interlayer and pipeline corridor, 8.00m layer for air-conditioner room, electronic equipment room and centralized control room , etc.

5.10.1.3 Roof structure of the main power building

1) Steam turbine house: steel-frame structure shall be adopted for roof structure and composite profiled steel sheet shall have waterproof function on the roof by themselves.

2) Electric auxiliary area: Reinforced concrete frame structure for their roof structures and the slope of the roofing is 3%.

5.10.1.4 Enclosure structure and inner diaphragm wall of the main power building

240 thick autoclaved sand-lime brick shall be used for main power building wall below 0.60m for bricklaying, and composite profiled steel sheet shall be used for that above 0.60m for enclosure. 240 thick autoclaved sand-lime brick shall be used for inner diaphragm wall of the main power building for bricklaying. Generally, inner and outer walls of a workshop shall adopt 240 thick autoclaved sand-lime brick for bricklaying or colored aluminized and galvanized profiled steel sheet as enclosure structure.

5.10.1.5 Internal transportation of main power building

1) Horizontal transportation

A longitudinal passage along the axial B shall be set on the 0.00m foor of the steam turbine house and a transverse passage shall be set between axial

1 and 2. Two evacuation exits should be set at each wall of the axial A and B. Another one shall be set on the wall of axial B between the axial 1 and 2. These provide convenience and

smooth horizontal transportation for the entire main power building to meet the requirements of fire prevention and evacuation.

2) Vertical transportation

Main vertical transportation in electric auxiliary area shall be set between axial 11 and 12 , also a work ladder shall be set in the steam room, which give passage from the 0.00m floor to 4.00m and 8.00m floor of main power building. The staircase outside axial A of expansion ends can give passage from the 0.00m floor to 4.00m and 8.00m floor and lead up to the house roof.

5.10.1.6 Life and hygienic facilities of main power building

Washroom shall be provided in the electric auxiliary area on the 8.00m,

and wash trough and cleaning room shall be provided in the proper position of the washroom to meet utilization requirements for operators and maintainers.

5.10.1.7 Vibration isolation of the main power building

Foundations of equipment with stronger vibration such as steam turbine

generators set are installed independently which are separated from other foundations of the main power building to avoid vibration transmission.

5.10.1.8 Fire and explosion protection of the main power building

The fire risk classification of the main power building is Class D and fire resistance rating is II. Select materials for construction elements are generally incombustible materials. The fire endurance along axial C at main power building shall not be less than 1 hour of partition wall, and Grade B fire doors shall be adopted in electrical rooms and general rooms. Fire prevention handling (painting with fire proof paint) shall be provided for steel structures within the range of 5m away from the main oil tank that might cause fire hazards in the steam turbine house, so as to ensure that steel structures can meet fire endurance requirements of fire protection.

5.10.1.9 Indoor decoration of the main power building

1) Painting: emulsion paint is applied to general plastering of inner walls; belt floors of some chemical water rooms and bunker bay are tiled with tile dados, tiles in washroom are tiled to the roof and corresponding surface painting treatment is applied to

other places according to technological requirements.

2) Building floor: concrete wear-resisting floor is applied to 0.00m floor of main power building; self-leveling floor is applied to the control room, distribution room, staircase, etc., and cement-mortar floor is generally applied to other production workshop.

3) Skirting: uss the same as the floor or paved with glazed tiles.

4) Ceiling: emulsion paint is applied to general plastering and suspended aluminum plate ceiling is applied to some rooms with special requirements such as air condition room, offices, centralized control room, toilet with high population concentration.

5) Doors and windows: fire proof glass of certain area is applied to junctions between centralized control room and main power buildings, and finished color plate steel doors, steel fire doors, steel rolling doors, etc. are generally adopted, as well as steel shutters, plastic steel sash windows,etc.

6) Railings: stainless steel railing is applied to operation floor and some important positions of main power buildings, and hot galvanized steel railing is generally applied to other positions.

5.10.1.10 Lighting and ventilation of main power building

1) Due to large width and depth of the main power building, natural lightning is greatly restricted. Considering of convenience on daily cleaning and maintenance of windows, All the rooms of the main power building shall use natural lighting and artificial lighting together in order to meet lighting requirements for operation and maintenance.

2) Main power building shall be provided with mechanical ventilation. Ventilating shutters provided at bottom floor of main power building next to turbine condenser shall be used as air intake. Natural ventilator provided at the roof of steam turbine house shall be used for high-position air exhaust. By forcible ventilation of the machinery, heat produced by different equipment, such as, a turbine, can be rapidly exhausted.

3) The remaining rooms with heat producing equipment or with concentrated people shall be provided with mechanical ventilation or air conditioner in accordance to technical

and hygiene requirements.

5.10.1.11 Building fa?ade of the plant

Architectural style of the buildings should satify the requirement of being simple and utility for the industrial buildings. Light gray shall be used as the dominant hue, which shows the sense of modernization and beauty of modern large-scale thermal power plant. The layout plan and facade form of the other buildings at the plant shall be proposed on condition of meeting layout requirements of all processes. The color of their external walls shall be coordinate with the main power building. Showing the image of concise, sprightly, harmonious and uniform .

5.10.1.12 Water proof and drainage of the power plant

Effective water proof measures are provided for the underground facilities and ditches of the main power building to avoid leakage at water level. Drains and sump pits are installed in proper positions. Unnecessary water will be drained timely by automatic pumps as required.

Ground drainage measures are provided for workshops with requirements for flush. All roofs are organized drainage with measures of structural slopes, drainage channels, building water proof, etc. to avoid rainwater accumulation of the roof and leakage of the roof structure.

5.10.1.13 Power plant anti-corrosion

In order to reduce corrosion effects, anticorrosion painting shall be applied to the profiled steel plates used for outer walls of the main power building. The wall surface of building blocks and all the steel members like steel stairs, steel gratings, etc. are considered to be treated with anticorrosive coating processing. Moreover, corresponding anti acid-base measures are considered uniformly to the rooms such as chemical water workshop, dosing room, battery room, etc.

5.10.1.14 Power plant energy conservation

The following measures shall be taken for the purpose of energy conservation:

1) Heat insulation of enclosure wall and roof

The light weight heat insulation materials with low heat conductivity coefficient and

high thermal resistance shall be adopted for materials of enclosure structure. Windows and doors shall use hollow glass to efficiently reduce the energy consumption.

2) Fully considering natural lighting and natural ventilation

Design for buildings and rooms where have personnel on duty are fully considering the natural lighting and natural ventilation and prevent artificial lighting and mechanical ventilation as far as possible.

According to the characteristics of industrial buildings and satisfying premises of requirements of process and specifications, form design of general auxiliary buildings is simplified as much as possible, window area is reduced, reliable structure measures shall be adopted and durable & practical decoration materials shall be adopted to decrease the routine maintenance & management cost.

5.10.1.1.15 Color for buildings at the power plant

Buildings shall adopt one color for painting for their externals as the main key and light grey as the dominant hue. The dark-light collocation of blue shall be used as color bar to eliminate the heaviness caused by the large volume and weight of buildings at thermal power plant. In addition, comparison of materials, texture and chiaroscuro shall increase the richness and set each other off for single building in order to increase the wholeness and organic characteristics of building groups. By using roads and open spaces, afforestation shall be organized as much as possible to integrate buildings, serving as a uniform and harmonious entirety. For details, see the following:

1) Outdoor color:

Main power building: Light grey as the main key and blue as the color bar shall be proportional to each other.

Auxiliary buildings: Light grey shall be used as the main key, with the blue ribbon as the decorations.

Outside pipelines and equipment: Equipment, buildings and pipelines shall be light grey. In case of no special requirements, tank body shall be blue.

Buildings in front of the thermal power plant: Light grey shall be the main key with white and blue locally adorned. The glass shall be blue coated type.

Roof: Cold grey shall prevail.

Floor: Green sward shall be planted in a large area, and three-dimensional afforestation shall be formed by high arbors and short shrub.

2) Indoor color:

Steel beams and columns of main power building (paint): Light grey Inner wall of main power building (profiled steel sheet): White Inner wall of main power building (emulsion paint): White 0.00m floor of main power building (Concrete, Wear-resisting ground): Grey

Each floor of main power building (abrasive brick): Light grey Inner walls and ceilings of general buildings (emulsion paint): White Floor of general buildings (cement mortar surface and wear-resisting surface): grey

Flooring of general buildings (abrasive brick): Light grey Flooring (coating): Light grey

Skirting: Black

Roof truss (paint): Light grey Ceiling (aluminium alloy type): creamy white Indoor steel stairs, railings and doors: Light grey

5.10.2 Other production and ancillary buildings For other production and ancillary buildings, according to staff quota standard, their areas shall be determined as per real number of staffs and workers on the basic principles of demand satisfactory, affordability, proper area and strict command. For the composition and construction areas of auxiliary buildings, see the attached tables. The colors and materials of those buildings shall comply with whole idea and color design of thermal power plant.

The planning for buildings in front of the thermal power plant shall adopt a relatively centralized method which functionally integrates functional space and use, in order to save more areas. Plant service building shall be combined by office building and administration building etc. through reasonable function division; Material storage and Complex maintenance house shall be completed by maintenance room, material warehouse, pressurization control room, tool room, distribution room etc. Application of combined buildings is convenient for internal contact and management. In addition, it can dramatically reduce land occupation, save area of construction, transportation, sanitary, external wall,

foundation and roof, and reduce energy consumption. Meanwhile, it can increase sense of volume & weight of auxiliary buildings and reduce impression of chaos and dispersion to achieve a harmonious layout for the buildings in thermal power plant.

"1" shaped layout of production & administration complex building shall be enlarges the face with of building to the largest. This building shall face the main entrance, forming visual view, which shows the definite control for the atmosphere in front of the plant. Architectural form shall be extending and natural, while false-true, light-shade, and material comparisons shall be formed on the elevation through three-dimensional composition, which gives us a concise and modern impression.

The following table shows the composition and construction area of auxiliary buildings:

S/N	Building Functions	Area (m2)	Building Name	Remarks
1	Plant service building (including offices, meeting room, data room, activities room, dining room, kitchen, dormitories, rest room, etc.)	1089	Plant service building	Reinforced concrete frame structure
2	Material storage and Complex maintenance house (including maintenance room, material warehouse, pressurization control room, tool room, distribution room,etc.)	594	Material storage and Complex maintenance house	Reinforced concrete frame structure
3	Guard room	36*2	Guard room	Reinforced concrete frame structure

5.10.3 Structure System and Selection

5.10.3.1 Main Power house

The span of the steam turbine house is 15m , which shall be 36m in length. The steam turbine house horizontally adopts steel gabled frame structure and longitudinally uses steel frame structure. Steel beam is adopted for crane beam of the

steam turbine house， The roof of steam turbine house shall be paved with composite profiled steel sheet. Welded H sections are used for frame beams and columns and hot-rolled H sections and I sections are used for secondary beams. In the longitudinal direction, a certain amount of inter-column bracings should be provided to increase the stiffness of the steel structure factory buildings. Steel beam - cast-in-situ reinforced concrete plate shall be applied to flooring plate of each floor; cast-in-situ reinforced concrete lumpy frame structure shall be applied to foundation of steam turbine. Overall internal force analyses and calculations should be carried out for the steam turbine house as spatial structural system.

The centralized control building adopts cast-in-situ reinforced concrete frame structure, using pile foundation.

The foundations of auxiliary machines, such as, condensate pump shall be of chunk reinforced concrete type.

The foundations of gas turbine, HRSG, bypass chimney and tail chimney shall be of chunk reinforced concrete type.

Boiler cradle and supports of bypass & tail chimneys shall use steel structure, which are designed and supplied by the Manufacturer.

5.10.3.2 Structures of Other Main Production Buildings and Structures

(1) Network control building shall be light weight steel structure.

Main transformer and plant transformer shall be of reinforced concrete complete-board foundation.

66kV outdoor switchgear arrangement and other frameworks shall be of steel structure with corrosion resistance technology of hot galvanized.

(2) Chemical water treatment building

The chemical water workshop shall be light steel structure and the chemical lab building shall be cast-in-place reinforced concrete structure .

Outdoor buildings (structures) shall be of cast-in-situ reinforced concrete structure.

The underground reinforced concrete pool shall be used as the waste water pool.

(3) Auxiliary buildings (structures)

Production office buildings, guard rooms and toilets shall use cast-in-place reinforced concrete structure; material buildings and comprehensive maintenance buildings shall use ling steel structure.

(4) Pipe rack

In the Project, most of the pipe racks in the factory area should be arranged in an overhead manner to overcome difficulties such as water accumulated in cable ducts, tunnels and pipe ducts, etc, which pollute the environment and poses difficulties to crossed construction, maintenance and management. In order to make the whole pipe gallery structure look simple, clean, of consistent color and vivid, steel structure brackets should be used. Sections crossing highroads should use hot-rolled H sections with a span of less than 9m or use steel truss with a span of more than 9m to cross the highroads. At locations where there are great horizontal forces, steel bracings should be used and pipe rack foundation should use independent reinforced concrete foundations.

5.10.3.3 Seismic Design for Major Buildings and Structures

In the construction site, under the general site conditions, the peak acceleration of earthquake that has a 10% probability to be exceeded in 50 years is 0.30g, relevant basic intensity is VIII and the design earthquake group belongs to Group II. Based on the geographic and geomorphic characteristics and formation lithology and relevant provisions of Code for Seismic Design of Buildings (GB50011-2010), the site soil is medium soft soil,

and construction site is Class III. It is located at the section with worse building aseismicity. According to Code for Seismic Design of Electric Power Installations (GB50260-2013) , the project is a common power plant. For the seismic design of the buildings and structures in the plant areas, the Technical Code for the Design of Civil Structure of Fossil-fired Power Plant (DL 5022-2012) should be observed. The adjustments are as showed as the following list. List for anti-seismic design for main building (structures)

S/N	Name of Building	Structural Type Anti-seismic Grade	Category for Anti-seismic Fortification Anti-seismic Design	Basic Styles
1	Steam Turbine House	Crosswise frame-bent structures Longitudinal frame-support structures	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
2	Steam Turbine Foundation	Frame structure	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
3	Gas Turbine Foundation	Large slab foundation	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
4	Boiler Support, Bypass Chimney, and Tail Chimney Support Base	Large slab foundation	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
5	Chemical Water Building	Light weight steel structure and Frame structure Anti-seismic Grade II	Class D Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for	Pile foundation

			VIII	
6	Production Office Building	Frame structure Anti-seismic Grade II	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
7	Material Warehouse and Comprehensive Maintenance Building	Light weight steel structure Anti-seismic Grade II	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation
8	Centralized Control Building	Frame structure Anti-seismic Grade II	Class C Calculated from anti-seismic fortification intensity VIII Anti-seismic measures and fortifications for VIII	Pile foundation

5.10.4 Foundation and Base

(1) Natural foundation

②-2 floury soil layer is generally distributed on the surface of site, with thickness of 2-3m. This layer has certain bearing capacity and can meet the requirements of buildings foundation bearing layer with features of relatively small load and no required deformation. But ②-2 floury soil layer has been relatively influenced by the climate, the partial has cracks and caking, with relatively worse soil structure. The foundation design shall consider sufficiently the adverse effects of its soil structure. Especially, the sand soil layer is under ② layer, so it has the problem of sand soil liquefaction. The suitability of ②-2

floury soil layer as natural foundation bearing layer shall consider sufficiently the effects of liquefaction sand soil layer below. In conclusion, the natural foundation shall not be used for important buildings and structures due to the existing liquefaction sand soil layer; for common buildings, the design shall consider fully the suitability of natural foundation based on the effects of sand soil liquefaction according to the application function of buildings and structures and characteristics of foundation rock and soil. The natural foundations shall be used for reception offices, buildings and structures with toilets of relatively small load and no required deformation.

(2) Filled foundation

The relatively low site topography results in rainwater flooding, especially that there are pools distributed in plant area, they are required to be filled. Taking the elevation of highway at outer side of site as reference, it is predicted that the site backfill thickness is generally less than 2m.The backfill of site shall select fill materials according to the relevant specifications of Code for Design of Building Foundation (GB50007-2011), layering roller compaction and dynamic compaction shall be carried out and the backfill quality shall be strictly controlled. After the compacted fill meets the requirements of deformation modulus and bearing capacity by test, some relevant structural measures shall be taken. The compacted fill can be considered as the bearing layer or substratum of general or light weight buildings. The compacted fill that is not tested and does not meet the requirements of quality shall not be used as the foundation bearing layer of buildings and structures. The filled foundation conforming to the design requirements by testing shall be used for foundation in ditches of plant area and parts of light-weight equipment foundation.

(3) Composite foundation

The site has liquefaction sand soil layer, which effects the selection of foundation and

base directly. According to the characteristics of buildings and structures and requirements of deformation and bearing capacity, through the comprehensively analysis of the following factors including foundation rock and soil characteristics and underground water conditions, the gravel column can be considered to reduce the adverse effects of liquefaction sand soil. The depth and form of foundation treatment shall be determined comprehensively by theoretical calculation and site test, and the principles of safety, economy and reasonability shall be followed to select applicable composite foundation form.Some important tank intends to adopt composite foundation.

(4) Pile foundation

Due to the effects of site liquefaction sand soil, the prestress high strength concrete pipe pile shall be used for important buildings and structures, including turbine house with relatively large concentrated load and higher required deformation, compressor turbine unit, distribution room, main substation and booster station, production office building, material warehouse and comprehensive maintenance building. The outer diameter of pile can be $600 and $400 by foundation treatment, the average length of pile is 25m,彦-5 fine sand layer is considered as the bearing layer of pile foundation in certain depth to eliminate the adverse effects of liquefaction sand soil. Shallow burial shall be used whenever possible based on layout and load of the upper structure during basic design, provided that foundation bearing load and deformation requirements can be satisfied.

This scheme has relatively high mechanized construction degree, the quality of pile body can be satisfied, and the scheme has the characteristics of short construction period, simple structural style, convenient construction and investment saving.

5.11 Water Supply and Drainage System and Cooling Facilities

5.11.1 The selection scheme of the circulating cooling water system 5.11.1.1The

intake condition of NGAMOYELK river water Near a power plant on the side of the river there is a row of high-grade residential area, about 350 m long river near the shore are pile of river sand, downstream of about 400 m for road and bridge across a river.Most residential area northeast of upstream river Banks of the river surrounded by walls and steel wire net, as a land for development.Residential areas north of the river wall there is a power transmission tower, tower to the west has an abandoned structures, about 25 m away from the tower, the Banks of the river is wide.Because residential upstream riparian region for commercial development in narrow river downstream, water intake location condition is bad.So after the scene reconnaissance, Water intake facilities in a power plant are set in the north river in residential area.

5.11.1.2.The selection of water supply system

This project adopts the forehead moiidea river water as source of water supply, power plant cooling water can use Once-through cycle water system or secondary circulating water system.Due to large river affected by flooding, therefore in the selection of equipment and pipe to consider the influence of the water, in the face of this two kinds of water supply, to select the most suitable water supply system in power plants.

5.11.1.2.1 Once-through circulating water system

The scale of the project design for a 6 Fa gas units with a 40 mw turbo-generator set, Once-through circulating water supply system's largest circulation water volume about 9900 m /h.

Set a circulating water pump house by the river, about 7 m, due to the flood and ebb tide water level difference for a portable pump vessel is water facilities, about 24 x14m pump vessel size. Industrial water use closed cycle cooling water system.Considering the shipping reason, can also be set on the pump room.

On pump vessel equipped with 2 sets of circulating water pump, two vacuum pump, circulating pump models for DFSS800-18, Q = 5000 m 3/h, h = 0 . 2 5 Mpa, N = 400 Kw. V = 11000 V.Circulating pump material by stainless steel. Circulating water supply pipe welding steel pipe, pipe diameter for DN1400, velocity of 1.8 m/s, pipeline anticorrosion measures of conventional strengthening level plus cathodic protection Settings.Water supply pipe outside the factory is about 1.4 KM, about 100 m.

Circulating drainage pipes through the siphon well to the reinforced concrete drainage ditch, ditch the size is BXH=1.3x1.2m, the velocity of about 1.8m/s, about 1.7KM outside the factory, the factory is about 80m.

Through field investigation, the drainage ditch outside the factory of cycle water pipe trench crossing north road and road site plans, boosting station along the site opposite the side of the road laying, this section of the Road West a treaty 2m drains, Road East is a proposed gas turbine power plant sites, this section of circulating water pipe ditch construction need to destroy the road and the drainage ditch, then give the restoration and reconstruction. Circulation pipes and ditch along the side of the highway after booster station near residential areas,, through a thicket and wasteland, along the river path to high-grade residential area near the river for water area. The power lines need to be moved near the residential area.

Due to the high tide, backflow phenomenon affected by flooding, ebb tide, the water flow from upstream to downstream, the upstream and downstream of the river flow to no obvious direction, to avoid the water temperature rise of the water of the river water temperature circulation drain, general power plant port Settings in the downstream of the intake, due to this project for water of the river is a two-way flow, to increase certain difficulty to port Settings.

Because of water upstream riparian region were as land for development, so the cycle drainage point only is located in the downstream of the water area, circulation drain or broken during the construction of high-grade residential area in front of the road, or from the river sand field.

5.11.1.2.2 Secondary circulating water supply

Secondary circulating water supply system's largest circulation of water is about 10460 m ^{3}/h.

Due to the high tide and the tide when the water level difference about 7 m, plans to set up a set of floating dock near the river water, floating dock size for liu xiaobo = 8.5 x6m, is equipped with two water pumps, water pumps for the WFB - 200 BD, Q = 345 m 3/h, h = 28 m, N = 55 kw, the pump is made of stainless steel.the shore with distribution and office.

An intake pipeline, diameter DN300, adopts a steel skeleton plastic composite pipe, length of about 1380m.

The plant set up 2 sets circulating pump, 3 sets of mechanical ventilation counterflow cooling tower.

Circulating water pump is in the open air to decorate, the pump parameters: DFSS700-25, Q = 5230 m ^{3}/h, h = 0.20 MPa, N = 400 kw. V = 11000 V.Circulating water pump is made of stainless steel.

A single cooling tower water treatment is 3500 m ^{3}/h, fan distribution power of 160 kw.

To improve the circulating water system and the reliability of water supply of water, the factory is equipped with a 2200m industrial pool.

The plant set up a set of flocculation tank, water processing of about 350 m /h, after settling basin treatment of water supply chemical water workshop and circulating water

system, tank water turbidity < 5 mg/L.

5.11.1.2..3 Comparison of two kinds of circulating water supply system:

The circulating water pump, the water facilities and circulating water pipe trench are set outside the plant in the once-through circulating water supply system. Big water intake, large ship size of water intake and shipping conflict should be authorized by relevant departments with hard coordination
work. If the shore type of pump house intakes water, the underwater construction
difficulty is very hard because of large difference of water level.

The diameter of circulating water supply pipe is DN1400, and the section size of circular drainage ditch is BXH=1.3x1.2m. The big size of trench causes the big excavation volume along the trench and hard coordination. The upsteam shore of water intake area is development land and can not arrange circulating water pipe trench, so the downsteam shore is chosen.

The shore is piled with sand and gravel along the downsteam 400m within the water intake area. The sand and gravel area is opposite to the high-scale residential area. The road between them, 2m width, is as the main entrance and exit of residential areas and not damage. The circulating water pipe trench should only be arranged along the sand and gravel, and it affects the sand excavation and increases the coordination work of sand excavation department.

Due to the ebb and flow increases the uncertainty in the direction of flow, setting circulating drainage point adds a certain difficulty.Because of no detailed river hydrological material, whether the amount of water intake can guarantee 9900 m /h during the ebb is not yet clear, the detailed river hydrological material is provided by.

Secondary circulating water system outside the factory pipes are smaller, water

intake facilities and supplies supply pipe diameter 12, using the steel framed hdpe pipe pipe is light, convenient transportation and installation, do not need to corrosion, small the excavation earthwork quanlity.

According to the in-situ observation, take water in the river when the ebb tide basic can guarantee after 350 m /h, the follow-up to provide specific details need to be owner river hydrological data, further confirm the reliability of water supply.

Secondary circulating water system with a total investment of than Once-through circulating water supply system to save more than4.5 million (not statistical circulating water pipe trench costs of land requisition and relocation along the way.)

Once-through circulating water supply plan and secondary circulating
water supply scheme comparison table

Project	Once-through circulating system	Secondary circulating system	Note
Intake water way	Pump boat way, LxB=25x15m, 2 set C.W.pump, Quantity of intake water 9900 m^3/h, Piers complex on the shore.	Floating dock way, LxB=8.5x6m,2set intake water pump, Quantity of intake water 344 m3/h, Piers simple on the shore.	
Supply water	Steel pipe, DN1400 L=1.4km	Steel skeleton plastic composite pipe, DN300 L=1.4km	
Anti-corrosion way	To strengthen the level of corrosion and cathodic protection	No anti-corrosion	
C. W.drainage ditch	Reinforced concrete BXH=1.3x1.2m L=1.7km	No	
Installation of quantities	Trench size is large, large amount of excavation, construction process, more time consuming.	Small diameter, excavated volume is small, light pipe, without anti-corrosion technology, construction progress fast.	
coordinate work	Circulating water pipe ditch along the land acquisition area, sand field for the relocation, the coordination of a large quantity of.	Intake pipe along the land area is small, small amount of coordination	

5.11.1.2.4 conclusion

In summary, Once-through circulating water supply system outside the plant engineering capacity, coordination of large engineering quantity, high investment, water supply reliability is poor, the two circulating water system of outside plant engineering quantity is small, the coordination of small engineering quantity, quantity of water is guaranteed, a total investment of more than Once-through circulating water system for small, therefore the project recommend using secondary circulating water supply system。

5.11.2 Water affairs management and water balance of the whole Plant

5.11.2.1 General

The goals of water balance of the whole plant are to choose water source and ascertain water supply system reasonably according to the water consumption and water quality requirements of various process systems besides the condition of water source, to make sure each drainage systems and water treatment schemes based on the flow and quality of different drainage points as well as the regulation regulations and to integrate the design of water supply, drainage and water treatment systems, so that the use of water will be reasonable and economical， water contamination will be reduced.

5.11.1.2 Water recirculation rate

The project of circulating water system uses two times of circulating water supply system, gas turbine and steam turbine auxiliary water, industrial water system adopts closed cycle cooling water system. This project is a 6FA gas turbine unit with a 40MW turbine, the capacity of the turbine condition of pure condensate is 123t/h. Warm season cooling rate m=75, cool season cooling rate m=55, the circulating water system is according to the design and calculation of circulating water, see the following table:

Table circulating water volume (unit: m^3/h)

NO.	Item	Hot season	Cold season
1	the condenser cooling water	9225	6765
2	auxiliary engine cooling water and industrial water	1235	1235
	(1)gas turbine lubirating oilccooler cooling system		
	(2) gas turbine generator air-cooler cooling water		
	(3)steam turbine lubircating oil cooler cooling water		
	(4)steam turbine generator air-cooler cooling water		
	(5)industial water		
3	Total	10460	8000

5.11.2.3. Make-up water demand

The demand of the maximum makeup water is 344m3/h, the demand of the minimum makeup water is 247m3/h and the average makeup water is 295m3/h. The water consumption of millions， units is about 0.0038m/s.GW.

NO.	Item	Water demand	Recycling water	Actual water consumption	NOTE
1	Ecaporation loss of cooling tower	150	0	150	
2	Windage loss of cooling tower	10	0	10	
3	Sewage loss of circulating water	140	3	137	Flushing water

NO.	Item	Water demand	Recycling water	Actual water consumption	NOTE
4	Boiler makeup water	20	0	20	
5	Pretreatment of sewage	17	0	17	
6	Domestic water	3	0	3	
7	Unforeseen water	4	0	4	
8	Total	344	3	341	

The minimum water demand and makeup water demand (unit: m3/h):

NO.	Item	Water demand	Recycling water	Actual water consumption	
1	Ecaporation loss of cooling tower	104	0	104	
2	Windage loss of cooling tower	8	0	8	
3	Sewage loss of circulating water	96	3	93	Flushing water
4	Boiler makeup water	20	0	20	
5	Pretreatment of sewage	12	0	12	
6	Domestic water	3	0	3	
7	Unforeseen water	4		4	
8	Total	247	3	244	

5.11.2.4Main Water-saving measures

(1) When installing water removing device for mechanical ventilation cooling tower, the loss of the cooling tower wind is reduced to 0.1%.

(2) Effluent of circulating water system is used as road ground and plant main workshop.

5.11.3 The selection and layout of circulating cooling system

5.11.3.1 Circulating cooling system

This phase of the project consists of a 40MW steam turbine unit with a group which composed of 3 single cooling for the 3500m3 counter flow mechanical ventilation cooling tower and 2 circulating water pumps. Circulating pump is arranged opened between the cooling tower and steam room.

Setting in a pool of water circulating pump booster cooling tower after a diameter near DN1400 in circulating water pipe and sent to the main plant, respectively by the two root diameter circular pipe DN900 is sent to the main plant for steam turbine steam condenser, cooling equipment and industrial water use. The condenser heat water respectively by two root diameter circulating pipe DN900 is connected to the main plant near DN1400 back to the water pipe, from the parent tube to cooling by cooling tower, using recycled after cooling. Auxiliary equipments of thermal discharge and industrial water return directly to the cooling tower sump cycle use. The total length of circulating water pipes of this phase of the DN1400 project is about 230m.

5.11.3.2 Cooling tower

This phase of the project of a 40MW steam turbine unit consists of a group from 3 sets of cooling water for 3500m^3 fand type counter flow mechanical ventilation cooling tower consists of tower group. Single cooling tower with dimensions is length x width =15.6m * 15.6m, sump dimensions is length x width x depth of =49m * 17.6m * 3.80m, on the ground. Cooling tower adopts the concrete frame structure, glass steel enclosure. The total amount of cooling water for 10500m /h, every cooling tower，s diameter is 8.53m, and the fan motor power is 160kW.

5.11.3.3 Water circulating pump

This phase of the project uses the circulating water pump of horizontal centrifugal

pump. The main technical parameters of circulating water pump and motor specifications are as follows:

Water circulating pump: Q=5250m3/h ,H=0.2MPa

Matching motor: N=400Kw .V=11000V, IP55 Water

circulating pump will be installed outside.

The content of CL^- in the river is 1227mg/L, the concentration rate of circulating cooling water is 2, the content of CL- circulating water system is more than 2400mg/L, so the circulating pump is made of stainless steel material.

5.11.3.4 Circulating pipe

This phase of the project of circulating water inlet and a water pipe parent a root, welded steel pipe is adopted, the pipe diameter is DN1400, the total of then are about 230m.

The CL^- content of the circulating water system is more than 2400mg/L, the circulating water pipe uses epoxy coal asphalt anticorrosive cathodic for protection.

5.11.4 Makeup water system

Water supply source for the project adopts Moyer-river.

This phase of the project is the largest supply water for the 344m/h river fand, with a floating dock water facilities, the size is LxB=8.5x6m, equipped with 2 sets of water intake pump, the pump type is 200WFB-BD, Q=350 m/h, H=28m, N=55KW, fand, V=380V, the water pump is made of stainless steel. The shore has the distribution and the duty room, the size is LxBxH=7x6x3m.

A pipeline, diameter is DN300, adopts a steel skeleton plastic composite pipe, the length of it is about 1450m.

In order to improve the reliability of water supply, the factory sets a 2200m fand industrial pool for the water supply and water workshop for circulating water system.

5.11.5 Water supply and drainage system for production and living

5.11.5.1 Production and domestic water supply system

Water suspended substance 205mg/L, which is required for processing, the factory set a flocculation pool, the processing capacity is about 350m /h. Turbidity of treated water is less than 5mg/L. After the treated water entering the 2200m fand industrial pond, the water plant gives water circulating water system through a water booster pump.

5.12 Fire-fighting system

The project adopts independent water supply system, from a chemical water workshop through a reverse osmosis to the life pool, the water is sent to various consumption points by living water supply facilities.

The effective volume for a life pool is 50m^3.

The factory has 2 sets of living water pump, 2 sets of chemical booster pump, 2 sets of cooling tower make-up water pump, the water pump is open laying-out.

2 sets of make-up water pump, with a prepared one, KQL65/170-5.5, Q=20m /h, H=0.39Mpa, N=5.5KW, a frequency conversion one. IP55

2 sets of cooling towers make-up water pump, with a prepared one, 200WFB-AD, Q=336 m^3/h, H=19m, N=37KW, outdoor type, stainless steel.

2 sets of chemical booster pump, with a preparation, a frequency conversion, 65WFB-B, Q=30 m^3/h, H=36M, N=7.5KW, outdoor type, stainless steel.

Industrial water uses closed cycle cooling water system.

To:

The Director General
Directorate of Investment and Company Administration
The Government of the Republic of the Union of Myanmar
No. 1, Thitsar Road, Yankin Township, Yangon.

Date: 21-5-2015

Re: Application to check availability of company name for foreign company registration

1. I wish to submit an application to confirm the availability of the following company name:

   Name in English: U Energy Thaketa Power Company Limited.

   Name in Myanmar: ယူ အင်နာဂျီ သာကေတ ပါဝါ ကုမ္ပဏီလီမိတက်

   (*The proposed company name must be specified in both English & Myanmar*).

2. The contact details of the applicant are as listed below:

   Name: Mr. Guan Yukun

   Company: U Energy Thaketa Power Company Limited.

   Address:

   Phone number: 86-871-63181567

3. The business objectives and activities of the proposed foreign company are as listed below:

   (i) To generate electric by natural gas and sell electric;

   (ii) To import and transport machinery, spare parts, raw materials and other necessary stuffs;

   (iii) To plan, develop, survey, design, invest, construct, supervise,

   (v) operate, maintain power plant.

   (vi)

   (vii)

   (viii)

Signature of applicant:

Name: Mr. Guan Yukun

NRC (Myanmar) or Passport No. (and country): G 61226752

Hyper Power Co., Ltd.

Sae Paing Power Co., Ltd.

[illegible]

[illegible]
21.5.15

U Energy Thaketa Power Co., Ltd.

[illegible]
21/5/2015
Thida Aung (AD)

Dated ___________________

U ENERGY THAKETA POWER COMPANY LIMITED

as Borrower

UREC ENERGY INTERNATIONAL LIMITED

as Lender

with

US$[89,282,000.-]

FACILITY AGREEMENT

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THIS AGREEMENT is dated ________________ and made between:

(1) **U Energy Thaketa Power Company Limited,** a limited company organised under the laws of Myanmar, registered in 35# Pyay Road, 7Quarter, Mayangone Township , Yangon Region, Myanmar (the "**Borrower**");

(2) **UREC Energy International Limited.** as lender (the "**Lender**"), a limited company organised under laws of Hong Kong, registered in UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong;

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement except to the extent that the context requires otherwise:

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Auditors**" means the firm appointed by the Borrower to act as its statutory auditors in accordance with Clause 22.9 (*Auditors and financial year*).

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, including without limitation, the Construction Permit, the Building Occupancy Permit, the Environment Certificate, the Concession License, and the Offshore Loan Approval by the Bank of the Union of the Myanmar.

"**Availability Period**" means the period from and including the date of this Agreement to and including the Utilisation Date.

"**Borrower's Costs**" means, for any period, all the costs, expenses and fees (without double counting) properly incurred by the Borrower during such period in connection with the implementation of the Project in accordance with the Transaction Documents to the extent they have been provided for in the Budget in relation to that period, including without limitation the following:

(a) all costs, expenses and fees in connection with the management of the Borrower;

(b) all insurance premium in respect of the Insurances;

(c) all costs, expenses and fees of the legal, technical, financial and other advisers to the Borrower in connection with the Project;

(d) all costs, expenses and fees required to be paid by the Borrower pursuant to Clause 16 (*Costs and Expenses*), including the costs, expenses and fees of the legal advisers properly engaged by the Lender, in each case in connection with the Project and/or the Transaction Documents;

(e) all costs, expenses and fees incurred by the Borrower under any Finance Document; and

(f) all Taxes,

each as provided for in the then applicable Budget or otherwise as approved by the Lender (acting on the instructions of the Majority Lenders) but excluding any Construction Costs, Operating Costs, Financing Costs (other than as specified in paragraph (d) above) and Financing Principal.

"**Break Costs**" means the amount (if any) by which:

(a) the interest which the Lender should have received for the period from the date of receipt of all or any part of the Loan or Unpaid Sum to the last day of the current Interest Period in respect of the Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

"**Budget**" means, as the case may be, either the Construction Budget or the then applicable Operating Budget.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in:

(a) London in relation to the determination of LIBOR;

(b) New York in relation to the purchase or payment of a sum in US Dollars ; and

(c) Hong Kong and Myanmar for all other purposes.

"**Calculation Date**" means the last day of each of the Borrower's financial year and financial half year after the Project Completion Date.

"Commitment" means to the extent not cancelled or reduced by the Lender under this Agreement.

"**Compensation**" means any sum (other than Insurance Proceeds) paid or payable to the Borrower:

(a) by way of compensation for termination under the [Concession Agreement] or any other Project Document; or

(b) in respect of any performance liquidated damages (excluding any liquidated damages payable for delay in completing any obligation) received by the Borrower under the Project Documents; or

(c) in respect of the seizure, compulsory acquisition, expropriation or nationalisation of any of the assets or shares of the Borrower.

"**Competent Authority**" means any agency, trust, department, inspectorate, minister, ministry, office or instrumentality, official or public or statutory person (whether autonomous or not) having jurisdiction over the Project or any of the parties to or the subject matter of any of the Transaction Documents.

"**Concession Agreement**" means the governmental project agreements, for develop, construct, finance, operate and maintain and transfer 106MW gas-fired Combine Cycle electricity generating plant ,as listed below :

1) the Joint Venture Agreement (hereinafter referred as **JVA**) between the Borrower and Department of Electric Power Planning under Ministry of Electricity and Energy on 22nd.September.2014;

2) the Power Purchase Agreement (hereinafter referred as **PPA**)between the Borrower and Electric Power Generation Enterprise on 20th.March.2016

3) the Land Leasing Agreement (hereinafter referred as **LLA**)between the Borrower and Electric Power Generation Enterprise on 20th.March.2016

"**Confidential Information**" means all information relating to the Borrower, the Project, the Transaction Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from the Borrower.

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 33 (*Confidential Information*); or

(B) is identified in writing at the time of delivery as non-confidential by the Borrower, any Shareholder, or any of such entity's advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (A) or (B) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower, or any Shareholder and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Reference Bank Quotation.

"**Construction Budget**" means the Construction Budget of the Borrower delivered pursuant to paragraph 7 of Schedule 1 – (*Conditions Precedent*) as may be amended pursuant to Clause 19.1 (*Construction Budget*)

"**Construction Costs**" means, for any period, all costs, expenses and fees (without double counting) properly incurred by the Borrower during such period in connection with the design, construction and commissioning of the Thaketa 106MW gas-fired Combine Cycle electricity generating plant in accordance with and pursuant to the EPC Contract, and other Contracts which are contracted by Borrower to the Contractors (other than EPC Contractor) and provided for in the Construction Budget or as may be approved by the Lender, but excluding any Borrower's Costs.

"**Construction Programme**" means the schedule, prepared by the EPC Contractor as approved by the Lender for the construction of the Project and setting out, amongst other things, the Milestones and the payment and delivery schedule under the EPC Contract.

"**Construction Report**" means a construction report prepared by the Borrower and delivered pursuant to Clause 19.3 (*Construction Reports*).

"**Default**" means an Event of Default or any event or circumstance specified in Clause 23.1 (*Events of Default*) which would (with the expiry of any grace period, the giving of notice, the making of any determination under the Finance Documents, or any combination of any of the foregoing) be an Event of Default.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

  (i) from performing its payment obligations under the Finance Documents; or

  (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Distributions**" means any payment, repayment, redemption, discharge (by way of set-off, counterclaim or otherwise) or other distribution or the like, whether in cash or in kind, made by or on behalf of the Borrower to any Shareholder howsoever the same may arise and whether pursuant to the terms of an agreement or otherwise or by way of gift other than a payment required under:

(a) [the EPC Contract;

(b) any other agreement, transaction or arrangement executed or conducted in the ordinary course of trading of the Borrower and on arm's length terms.]

"**Emergency**" means a condition, circumstance or situation that arises or occurs which at the time of preparation of the most recent Budget was not foreseen or was not foreseeable by the Borrower and such condition, circumstance or situation:

(a) adversely affects, or is likely to adversely affect the ability of the Borrower to operate the Project safely; and/or

(b) presents, or is likely to present, a physical threat to persons or property or the security, integrity or reliability of the Project,

which, in accordance with Good Industry Practice, requires the taking of immediate measures to prevent or mitigate such adverse effect or threat.

"**Environment**" means living organisms including the ecological systems of which they form part and the following media:

(a) air (including air within natural or man-made structures, whether above or below ground);

(b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including land under water).

"**Environmental Claim**" means any claim, proceeding or investigation by any person under or in respect of any Environmental Law (but excluding any routine inspection in relation to any environmental matters).

"**Environmental Contamination**" means each of the following and their consequences:

(a) any release, emission, leakage or spillage of any Hazardous Substance at or from the **Project** into any part of the Environment; or

(b) any accident, fire, explosion or sudden event at the **Project** which is directly or indirectly caused by or attributable to any Hazardous Substance; or

(c) any other pollution of the Environment attributable to the **Project**, including soil pollution, regardless of when the pollution becomes apparent.

"**Environmental Law**" means all laws and regulations of any relevant jurisdiction which:

(a) have as a purpose or effect the protection of, and/or prevention of harm or damage to, the Environment;

(b) provide remedies or compensation for harm or damage to the Environment; or

(c) relate to health and safety matters.

"**Environment Certificate**" means any Authorisation required at any time under Environmental Protection Law and other relevant regulations and the same as may be newly issued, amended or implemented in respect of the Project and/or for the carrying out of the Project.

"**EPC Contract**" means the engineering, procurement and construction agreement dated [30th.March.2016] between the Borrower and the EPC Contractor for the design, construction and commissioning of the **Project** by the EPC Contractor.

"**EPC Contractor**" means or any person at such time acting as a contractor to the Borrower under a contract replacing the EPC Contract.

"**Event of Default**" means any event or circumstance specified as such in Clause 23.1 (*Events of Default*).

"**Facility**" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"**Facility Office**" means the office or offices notified by the Lender to the Borrower in writing on or before the date it becomes the Lender (or, following that date, by not less than five Business Days written notice) as the office or offices through which it will perform its obligations under this Agreement.

"**Fee Letter**" means the letter to be [entered into between, the Lender and the Borrower] setting out the arrangement fee as referred to in Clause 11 *(Fees)*.

"**Final Completion Date**" means 24 months after effectiveness of PPA

"**Final Maturity Date**" means in relation to the Facility, the date which is **[**180] Months after the Utilisation Date.

"**Finance Document**" means:

(a) this Agreement;

(b) the Security Documents;

(c) the Fee Letter;

(d) each other document executed from time to time pursuant to any of the foregoing to which any Obligor and any Finance Party is a party, and any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Borrower's, or any Shareholder's obligations under any Finance Document; and

(e) any other agreement or document which the Lender may from time to time designate as a Finance Document with the consent of the Borrower (such consent not to be unreasonably withheld or delayed).

"**Finance Party**" means the Lender

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any amount raised by acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the GAAP, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition and having the commercial effect of a borrowing;

(g) any hedging or derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

(h) shares which are expressed to be redeemable;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"**Financing Costs**" means, in respect of any period, the aggregate of:

(a) amounts in the nature of interest paid or payable by the Borrower under this Agreement (including default interest and sums payable under Clauses 8 (*Interest*), 9 (*Interest Periods*) and 10 (*Changes to the calculation of interest*)); and

(b) all commitment, agency and other fees, commissions, costs and expenses and other payments not in the nature of principal paid or payable by the Borrower under this Agreement or any other Finance Document.

"**Financing Principal**" means, in respect of any period, the aggregate of amounts in the nature of principal paid or payable by the Borrower under this Agreement during that period.

"**First Repayment Date**" means the date falling [30] Months after the First draw of Loan

"**GAAP**" means the generally accepted accounting principles in the

"**Good Industry Practice**" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person acting in good faith and carrying out the same type of activity under the same or equivalent circumstances and conditions and acting generally in accordance with applicable law.

"**Guarantee**" means the guarantee provided by the Shareholder in favour of the Lender.

"**Hazardous Substance**" means any waste, pollutant, contaminant or other substance (including any liquid, solid, gas, ion, living organism or noise) that may be harmful to human health or other life or the Environment or a nuisance to any person or that may make the use or ownership of any affected land or property more costly.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Indirect Tax**" means any goods and services tax, consumption tax value added tax or any tax of a similar nature.

"**Insurance Proceeds**" means all proceeds of the Insurances payable to or received by or on behalf of the Borrower, but excluding any such proceeds paid directly by any insurer to a third party claimant.

"**Insurances**" means all contracts and policies of insurance of any kind relating to the Project taken out or, as the context requires, to be taken out from time to time and maintained by or on behalf of the Borrower, and such other policy or contract of insurance as the Lender and the Borrower agree shall be an Insurance.

"**Interest Payment Date**" means, in relation to a Loan,or an Unpaidf Sum, the last day of each Interest Period in relation to it.

"**Interest Period**" means, in relation to the Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"Landmark Collection Account" means the bank account maintained by the Borrower with the following details:

Account name: U ENERGY THAKETA POWER CO.,LTD

Account number: 6010010000000025752

ICBC Yangon Branch

"**Loan**" means, as the context requires, the lump sum loan made or to be made under the Facility or the principal amount outstanding at any time of the Loan.

“**Margin**”

“**Market Disruption Event**” has the meaning given to it in clause 10.2(b) (*Market Disruption*).

“**Material Adverse Effect**” means any effect which is or is likely to be materially adverse to:

(a) the financial condition, assets, prospects or business of any Material Project Party ;

(b) the ability of any Material Project Party to perform and comply with its obligations under the Transaction Documents;

(c) the ability of Sinosure to perform and comply with its obligations under the Sinosure Policy;

(d) the validity, legality or enforceability of any Transaction Document;

(e) the development, construction, ownership, operation or maintenance of the Project in accordance with the Transaction Documents; or

(f) the interests of the Lender under the Finance Documents.

“**Material Project Party**” means:

(a) the Borrower;

(b) the Shareholder; and

(c) until such time as it has no actual or contingent obligation or liability under the Transaction Documents, the EPC Contractor.

“**Milestone**” means a milestone set out in the Construction Programme.

“**Month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that in respect of any single month or the last month in any period of Months:

(a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

“Obligors” means the Borrower and the Shareholder, and “Obligor” means any one of them.

“Operating Budget” means, for any Operating Period, the operating budget of the Borrower delivered pursuant to Clause 19.2 (*Operating Budget*).

“**Operating Costs**” means, for any period, the following costs, expenses and fees (without double counting) properly incurred by the Borrower during such period in connection with the operation and maintenance of the Project in accordance with the Transaction Documents, including:

(a) sums properly payable by the Borrower during such period pursuant to the [Concession Agreement] (but excluding any capital expenditure on the improvement or rebuilding the Project ; and

(b) any other costs, expenses and fees which the Lender agrees may be Operating Costs payable during such period,

each as provided for in the then applicable Operating Budget or otherwise as approved by the Lender but excluding any Construction Costs, Borrower′s Costs, Financing Costs and Financing Principal.

"**Operating Report**" means an operating report prepared by the Borrower and delivered pursuant to Clause 19.4 (*Operating Reports*).

"**Party**" means a party to this Agreement.

"**Project**" means the development, design, engineering, procurement, financing, insuring, construction, ownership, operation, management and maintenance of theThaketa 106MW gas-fired Combine Cycle electricity generating plant and activities ancillary or related to such purposes as contemplated by Clause 3 (*Purpose*).

"**Project Account**" means the Deposit and Settlement Account, DRC Collection Account, the Landmark Collection Account and any other account of the Borrower designated by the Lender as a Project Account .

"**Project Completion Date**" means the [Commercial Operations Date] as defined in the PPA.

"**Project Documents**" means:

(a) the Concession Agreement;

(b) The EPC Contract; and

(c) all other documents designated as such by the Lender and the Borrower.

"**Project Revenues**" means, in respect of any period, the aggregate of all actual (or, as the case may be, forecast) sums of a revenue or income nature received (or, as the case may be, to be received) by or on behalf of the Borrower during that period including:

(a) all payments received or generated from the operation of theProject;

(b) Insurance Proceeds;

(c) any liquidated damages payable to the Borrower pursuant to the Project Documents in respect of delay;

(d) ***[LPI: We found on such liability in the Concession Agreement]***insurance claims of the Borrower which have been accepted and approved by the relevant insurance company as being payable to the Borrower and other agreed claims and final and binding awards and judgments to the extent that, in each instance, the Borrower has not incurred or will not incur, a related expenditure greater than or equal to such insurance claims;

(e) all refunds of Tax of any kind; and

(f) interest in the Project Accounts.

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined, the first day of that period, unless market practice differs in the London interbank market, in which case the Quotation Day will be determined by the Lender in accordance with market practice in the London interbank market (and if quotations for that

currency and period would normally be given on more than one day, the Quotation Day will be the last of those days).

“**Reference Bank Quotation**” means any quotation supplied to the Lender by a Reference Bank.

“**Repayment Date**” means the First Repayment Date and each Interest Payment Date thereafter, to and including the Final Maturity Date.

“**Repayment Instalment**” means each instalment for repayment of the Loan as specified in the Repayment Schedule.

“**Repeating Representations**” means each of the representations set out in Clauses 17(*Representations*) other than the representations set out in clause 17.1(h)(*Filings*) and clause 17.1(i) (*Stamp taxes*) .

“**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Security Documents**” means any present or future document confirming or evidencing any Security or guarantee for, or in relation to, the Loans, which currently includes the following:

(a) all agreements and other documents executed from time to time pursuant to any of the Security Documents including all notices and/or acknowledgements given pursuant to, and as contemplated by, the Security Documents; and

(b) any other agreement or document which the Security Trustee may from time to time designate as a Security Document.

“**Shareholder**” means UREC ENERGY INTERNATIONAL CO.,LTD.

“**Sinosure**” means China Export & Credit Insurance Corporation, a company incorporated under the laws of the People's Republic of China with its current address at Fortune Times Building, 11 Fenghuiyan, Xicheng District, Beijing 100032, People's Republic of China.

“**Sinosure Policy**” means the policy or policies issued by Sinosure on [date] with the reference No. [].

“**Sinosure Premium**” means the insurance premium payable to Sinosure under the Sinosure Policy.

“**Specified Time**” means a day or time determined in accordance with Schedule 3 (*Timetables*).

“**Subsidiary**” means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Transaction Documents**" means the Project Documents and the Finance Documents.

"**Unpaid Sum**" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"**Utilisation**" means the lump sum utilisation of the Facility constituting the Loan. "**Utilisation Date**" means the date on which the Utilisation is, or is to be, made.

"**Utilisation Request**" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

"US" means the United States of America.

"**US Dollar**" or "**US$**" means the lawful currency of the United States of America for the time being.

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) an agreement, document or instrument is a reference to it as amended or novated;

(ii) an "**amendment**" includes a supplement, novation, replacement, assignment or re-enactment (and "**amended**" shall be construed accordingly);

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) "**control**" of a person by another means that the other (whether alone or acting in concert with others, whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or of any other person which controls that person or otherwise controls or has the power to control the affairs and policies of that person or of any other person which controls that person (and "**controlled**" and "**controlling**" shall be construed accordingly);

(v) a "**disposal**" of assets includes a sale, transfer and any other kind of disposal of, and the grant of any option in respect of, any right or interest, legal or equitable, in such assets, and any agreement for any of the foregoing, and any reference to "**dispose**" shall be construed accordingly;

(vi) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss or non-performance, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to

purchase assets or services of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness or other obligations (and "**guaranteed**" and "**guarantor**" shall be construed accordingly);

(vii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(viii) a "**judgment**" includes any order, injunction, determination, award or other judicial or arbitral measure in any jurisdiction;

(ix) something being "**material**" is to it being material to, or in the context of, the interests of the Lender under the Finance Documents;

(x) any "**obligation**" of any person under this Agreement or any other agreement or document shall be construed as a reference to an obligation expressed to be assumed by or imposed on it under this Agreement or, as the case may be, that other agreement or document (and "**due**", "**owing**", "**payable**" and "**receivable**" shall be similarly construed);

(xi) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(xii) "**quarter**" means a period of three Months;

(xiii) "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(xiv) "**rights**" includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever);

(xv) a provision of law is a reference to that provision as amended, extended or re-enacted and includes all laws and official requirements made under or deriving validity from it;

(xvi) a reference to a "**year**" means a calendar year under the Gregorian calendar; and

(xvii) in computing any period of time under this Agreement, the day of the act, event or default from which such period begins to run shall be included.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) A Default (excluding an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing" if it has not been waived in writing.

(d) The "**equivalent**" in any currency (the "**first currency**") of any amount in another currency (the "**second currency**") shall be construed as a reference to the amount in the first currency which could be purchased with that amount in the second currency at the Lender's spot rate of exchange for the purchase of the first

currency with the second currency at or about 11:00 a.m. on a particular day (or at or about such time and on such date as the Lender may from time to time reasonably determine to be appropriate in the circumstances).

(e) The words "**include**" and "**including**" are to be construed without limitation.

(f) Use of the singular shall include the plural and vice versa.

(g) Words denoting any gender shall include any other gender.

(h) Any payment date which is due to occur, or period which is due to end, on a day that is not a Business Day shall occur or end (as applicable) on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a term loan facility in US Dollars in an aggregate amount not exceeding the Commitment.

3 Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility to finance the 70 % of the Construction Cost and Borrower's Cost as [Schedule 7-Static Budget Schedule]

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

The Borrower may not deliver a Utilisation Request unless the Lender has received all of the items listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to (or waived in accordance with Clause 32 (*Amendments and Waivers*) by) the Lender. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

The Lender will only be obliged to comply with Clause 5.4 (*Availability of Loan*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Loan; and

(b) the representations and warranties set out in Clause 17 (*Representations*) are true.

5 Utilisation

5.1 Delivery of a Utilisation Request and Receipt

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than the Specified Time, and no later than [10.00] a.m. on the Utilisation date the Borrower shall execute and deliver the Receipt (in the form set out in Schedule 4) in respect of relevant advance under the Utilisation Request to the Lender.

5.2 Completion of Utilisation Request

(a) The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period;

(ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and

(iii) it specifies the Deposit and Settlement Account as the account to which the proceeds of the Utilisation are to be credited in accordance with the terms of this Agreement.

(a) Only one Utilisation under this Facility may be requested.

5.3 Currency and amount

The currency specified in the Utilisation Request must be US Dollars.

5.4 Availability of Loan

If the conditions set out in in Clause 4 (Conditions of Utilisation), Clause 5.1 (Delivery of a Utilisation Request), Clause 5.2 (Completion of a Utilisation Request) and Clause 5.3 (Currency and amount) have been met, the Lender shall make the Loan available on the proposed Utilisation Date.

5.5 Operation of the Deposit and Settlement Account prior to the Project Completion Date

(a) The Borrower shall submit to the Account Bank and the Security Trustee such evidence of payment (including for example receipts, invoices, or payment instructions) each time it requires to make a withdrawal or transfer from the Deposit and Settlement.

(b) The Account Bank shall effect such withdrawal or transfer if:

(i) it is satisfied with the evidence provided under paragraph (a) above;

(ii) it is satisfied with evidence provided by the Borrower that the proportion of:

(A) the aggregate amount of the proceeds of the Loan withdrawn or transferred from the Deposit and Settlement, added together with the amount of the proposed withdrawal or transfer; to

(B) the aggregate amount of the Construction Costs or Borrower's Cost funded with the Borrower's own funding

would not be greater than 70% immediately after such withdrawal or transfer; and

(iii) The approval of such withdrawal or transfer is granted by the Security Trustee;

(iv) at the time of the proposed withdrawal or transfer no Event of Default is continuing.

5.6 Cancellation of Commitment

The Commitment which, at that time, is unutilised shall be immediately cancelled at the end of the Availability Period.

6 Repayment

6.1 Repayment of Loans

The Loan shall be repaid on the Repayment Dates and in the percentages set out in schedule 5xxxxx

6.2 No reborrowing

The Borrower may not reborrow any part of the Facility which is repaid.

7 Prepayment and Cancellation

7.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loan:

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Commitment will be immediately cancelled; and

(c) the Borrower shall repay the Loan (if any) on the last day of the Interest Period occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Voluntary cancellation

The Borrower may, if it gives the Lender not less than [20] Business Days (or such shorter period as the Lender may agree) prior written notice, cancel the whole or any part of the Available Facility

[Voluntary prepayment of Loans

(a) The Borrower may, if it gives the Lender not less than 20 Business Days (or such shorter period as the Lender may agree) prior written notice, prepay, on the last day of an Interest Period for the Loan, the whole or any part of the Loan

(b) Any prepayment under this Clause 0 shall be applied against the remaining Repayment Instalments in inverse order of maturity.]

7.3 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7.3 is irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid or repaid and, subject to the obligation to pay any Break Costs, without premium or penalty.

(c) The Borrower may not reborrow any part of any Facility which is prepaid.

(d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

8 Interest

8.1 Calculation of interest

The rate of interest for the Loan for each Interest Period is the percentage rate per annum which is the fix rate at 7.5%

8.2 Payment of interest

The Borrower shall pay accrued interest on the Loan on each Interest Payment Date, in respect of the Interest Period ending on that Interest Payment Date.

8.3 Default interest

(a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is the sum of [2] per cent. and the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Lender.

(b) If any overdue amount consists of all or part of the Loan which became due on a day which was not the last day of an Interest Period relating to the Loan:

    (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan; and

    (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be the sum of [2] per cent. and the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notification of rates of interest

The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement.

9 Interest Periods

9.1 Interest Periods

(a) Subject to paragraphs (b) and (c) below, each Interest Period will be for a period of [three] months.

(b) Any Interest Period for the Loan which would last beyond the Final Repayment Date shall instead end on the Final Maturity Date.

(c) Each Interest Period for the Loan commences on the Utilisation Date or (if the Loan has already been made) on the last day of the preceding Interest Period of such Loan.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the Calculation of Interest

10.1 Absence of quotations

Subject to Clause 10.2 (*Market disruption*), if LIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the Specified Time on the Quotation Day, the applicable LIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

10.2 Market disruption

(a) Subject to any alternative basis agreed and consented to as contemplated by paragraphs (a) and (b) of Clause 10.3 (*Alternative basis of interest or funding*), if a Market Disruption Event occurs for any Interest Period, then the rate of interest on the Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the percentage rate per annum determined by the Lender, as soon as practicable and in any event not later than five Business Days before interest is due to be paid in respect of that Interest Period (or such later date as may be acceptable to the Lender), as the cost to that Lender of funding the Loan from whatever source(s) it may reasonably select.

(b) In this Agreement "**Market Disruption Event**" means:

(i) at or about noon on the Quotation Day for the relevant Interest Period LIBOR is to be determined by reference to the Reference Banks and none or only one of the Reference Banks supplies a rate to the Lender to determine LIBOR for the relevant currency and Interest Period; or

(ii) at 5 p.m. on the Business Day immediately following the Quotation Day for the relevant Interest Period, the Lender determines that the cost to it of obtaining funding would be in excess of LIBOR.

(c) If a Market Disruption Event shall occur, the Lender shall promptly notify the Borrower thereof.

10.3 Alternative basis of interest or funding

(a) If a Market Disruption Event occurs and the Lender or the Borrower so requires, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.

(b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of the Lender and the Borrower, be binding on all Parties.

(c) For the avoidance of doubt, in the event that no substitute basis is agreed at the end of the thirty day period, the rate of interest shall continue to be determined in accordance with the terms of this Agreement.

10.4 Break Costs

(a) The Borrower shall, within three Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of the Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for the Loan or Unpaid Sum.

(b) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

The Borrower shall pay to the Lender the arrangement fee in the amount and at the time agreed in the Fee Letter.

12 Tax Gross Up and Indemnities

12.1 Tax definitions

(a) In this Clause 12:

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

"**Tax Payment**" means an increased payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 a reference to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) All payments to be made by the Borrower to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless the Borrower is required to make a Tax Deduction, in which case the sum payable by the Borrower (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that such Finance Party receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.

(b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Finance Party entitled to receiving the relevant payment accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to that Lender.

(c) If the Borrower is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(d) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Lender for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

(a) Without prejudice to Clause 12.2 (*Tax gross-up*), if any Finance Party is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for purposes of Tax to be received or receivable by such Finance Party whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against any Finance Party, the Borrower shall, within three Business Days of demand of the Lender, promptly indemnify the Finance Party which suffers a loss or liability as a result against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this Clause 12.3 shall not apply:

(i) to any Tax imposed on and calculated by reference to the net income actually received or receivable by such Finance Party (but, for the avoidance of doubt, not including any sum deemed for purposes of Tax to be received or receivable by such Finance Party but not actually receivable) by the jurisdiction in which such Finance Party is incorporated; or

(ii) to the extent a loss, liability or cost is compensated for by an increased payment under Clause 12.2 (*Tax gross-up*), ; or

(b) A Finance Party intending to make a claim under paragraph (a) shall notify the Borrower of the event giving rise to the claim, whereupon the Lender shall notify the Borrower thereof.

12.4 Tax credit

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

12.5 Stamp duties

The Borrower shall:

(a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, and

(b) within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of any Finance Document.

12.6 Indirect tax

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by any Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.

(b) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify the Finance Party against all Indirect Tax incurred by that Finance Party in respect of the costs or expenses to the extent that the Finance Party reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

13 Increased Costs

13.1 Increased costs

(a) Subject to Clause 13.3 *(Exceptions)*, the Borrower shall, within three Business Days of a demand by the Lender, pay for the account of the Lender the amount of any Increased Costs incurred by the Lender as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or

regulation or (ii) compliance with any law or regulation made after the date of this Agreement or (iii) the implementation or application of or compliance with Basel III or any law or regulation that implements or applies Basel III.

(b) In this Agreement:

"**Basel III**" means:

(i) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(ii) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(iii) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

"**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on the Lender's overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender to the extent that it is attributable to the Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased cost claims

(a) If the Lender intends to make a claim pursuant to Clause 13.1 *(Increased costs)* it shall promptly notify the Borrower.

(b) The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.

13.3 Exceptions

(a) Clause 13.1 *(Increased costs)* does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by the Borrower;

(ii) compensated for under Clause 12.3 *(Tax indemnity)* (or would have been compensated for under Clause 12.3 *(Tax indemnity)* but was not so compensated solely because any of the exclusions in Clause 12.3 *(Tax indemnity)* applied);

(iii) attributable to the wilful breach by the Lender of any law or regulation.

(b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to that term in Clause 12.1 *(Tax definitions).*

14 Other Indemnities

14.1 Currency indemnity

(a) If any sum due from the Borrower under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against the Borrower;

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within [three Business Days] of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

The Borrower shall, within five Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Sinosure Policy;

(c) a failure by any Obligor to pay any amount due under a Finance Document on its due date;

(d) funding, or making arrangements to fund, the Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender);

(e) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(f) investigating any event which it reasonably believes is a covered risk (howsoever described) under the Sinosure Policy; or

(g) exercising any of the rights, powers, discretions or remedies vested in it under any Finance document or by law.

14.3 Environmental indemnity

The Borrower shall indemnify each Finance Party against any and all costs, losses, liabilities or expenses incurred by each Finance Party arising (directly or indirectly) out of or in connection with:

(a) any actual or alleged breach of or liability under Environmental Law by the Borrower or affecting any property currently or previously owned, leased, occupied or controlled by the Borrower (including any offsite waste management or disposal location utilised by the Borrower);

(b) any responsibility on the part of any Finance Party in respect of any clean-up, repair or other corrective action in relation to any such actual or alleged breach or liability; or

(c) the business or any real property of the Borrower.

15 Mitigation by the Finance Parties

15.1 Mitigation

(a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax Gross Up and Indemnities*) or Clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of liability

(a) The Borrower shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).

(b) A Finance Party is not obliged to take any steps under Clause 15.1 *(Mitigation)* if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and Expenses

16.1 Transaction Expenses

The Borrower shall, within [five] Business Days of demand, pay all costs and expenses (including legal costs) reasonably incurred by any Finance Party in connection with:

(a) the review and negotiation of the Project Documents;

(b) the preparation, negotiation, printing and execution of this Agreement and each other Finance Document.

16.2 Amendment costs

If the Borrower requests an amendment, waiver or consent, the Borrower shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees together with any applicable VAT) reasonably incurred by the any Finance Party in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement Expenses

The Borrower shall pay on demand all costs and expenses (together with any applicable VAT) properly incurred by any Finance Party or manager and/or any delegate thereof in protecting or enforcing any rights under, or in the administration, protection, realisation or enforcement of any rights under, any Finance Document.

16.4 Insured expenses

The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the administration of the Sinosure Policy.

17 Representations

17.1 The Borrower makes the representations and warranties set out in this Clause 17 to each Finance Party on the date of this Agreement.

(a) **Status**

(i) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(ii) It has the power to own its assets and carry on its business as is being carried out by it as at the date of this Agreement.

(b) **Binding obligations**

(i) The obligations expressed to be assumed by it in each Transaction Document to which it is a party are, subject to any general principles or law limiting its obligations which are specifically referred to in any legal opinion delivered in accordance with Clause 4 (*Conditions of Utilisation*), legal, valid, binding and enforceable.

(ii) Each Security Document creates (or, once entered into, will create), as security for the obligations expressed to be secured by it, legal, valid, binding and enforceable Security over the assets expressed to be subject to such Security Document and having the priority and ranking expressed to be created by that Security Document.

(c) **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents to which it is a party do not and will not conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets.

(d) **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated by those Transaction Documents to which it is a party, and to create the Security expressed to be created or evidenced by the Security Documents to which it is a party.

(e) **Validity and admissibility in evidence**

(i) All Authorisations required or desirable:

(A) to enable it lawfully to enter into, exercise its rights under and comply with its obligations in the Transaction Documents to which it is a party;

(B) to ensure that those obligations are legal, valid, binding and enforceable;

(C) to enable the Project to be implemented in accordance with the terms of the Transaction Documents;

(D) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(E) to enable it to create the Security to be created by it pursuant to any Security Document to which it is a party and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are, or will be by the appropriate time, in full force and effect; and

(ii) It is not aware of any circumstances which are likely to lead to:

(A) any Authorisation obtained or effected not remaining in full force and effect;

(B) any Authorisation not being obtained, renewed or effected when required or desirable; or

(C) any Authorisation being subject to a condition or requirement which the Borrower does not reasonably expect to satisfy or the compliance with which has or could reasonably be expected to have a Material Adverse Effect.

(f) **Governing law and enforcement**

(i) The choice of the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

(ii) Any judgment obtained in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation, subject to any conditions which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*).

(g) **Tax**

(i) All Tax returns required to have been filed by it or on its behalf under any applicable law have been filed when due and contain the information required by applicable law to be contained in them.

(ii) It has paid when due all Taxes payable by it under applicable law except to the extent that it is contesting payment in good faith and by appropriate means.

(iii) With respect to Taxes which have not fallen due or which it is contesting, it is maintaining reserves adequate for their payment.

(h) **Filing**

Except for the filings and registrations required under Schedule 1 (*Conditions Precedent*), the Borrower does not need to file or register any Transaction Documents or any other documents with the relevant government agencies, courts and public affairs departments or any other Competent Authority in Lao PDR in order to ensure the performance, validity, enforceability, priority or admissibility into evidence of the Transaction Documents in any proceedings in the jurisdiction of its incorporation.

(i) **Stamp duty**

Except for the stamp duty payable for the execution of this Agreement and the Security Documents under the laws of PRC, or the Lao PDR (as the case may be), it is not required in the jurisdiction of its incorporation that any stamp duties, registration fees or similar fees shall be paid in respect of the Finance Documents or the transactions contemplated by the Finance Documents.

(j) **No default**

(i) No Default is continuing or might reasonably be expected to result from the making of any Utilisation.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which has or could reasonably be expected to have a Material Adverse Effect.

(k) **No misleading information**

(i) Any factual information provided in writing by any Material Project Party to the Lender, in connection with the Project, was (to the best of the Borrower's knowledge and belief in respect of any information provided other than by the Borrower) true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(ii) The opinions, projections and forecasts in such written information and the assumptions on which they are based were, to the extent provided by, or expressed to be those of, the Borrower, expressed and made in good faith, arrived at after due and careful consideration and enquiry and genuinely represent its views as at the date they were given or made. To any other extent, they are, to the best of its knowledge and belief after due and careful consideration and enquiry, fair and reasonable.

(iii) To the best of its knowledge and belief after due and careful consideration and enquiry, no information has been given or withheld that results in any other information, opinions, projections, forecasts or assumptions referred to in this Clause 17, being untrue or misleading in any material respect or which, if disclosed, might reasonably be expected adversely to affect the decision of a person considering whether to provide finance to the Borrower on the terms of the Finance Documents.

(iv) All information provided by or on behalf of the Borrower to Sinosure in connection with the Sinosure Policy was true, complete and accurate in all material respects as at the date it was given and was not misleading in any respect.

(l) **Pari passu ranking**

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(m) **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body, agency or other Competent Authority (including any arising from or relating to Environmental Law) which is reasonably likely to be adversely determined and, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against any Obligor.

(n) **Property rights**

(i) It has available, or will have available by the appropriate time for the Project to be implemented in accordance with the Transaction Documents, all assets and rights required or desirable from time to time for that purpose including access to the site of the Lao Diplomatic Compound and all relevant rights of possession or occupation, wayleaves and other related rights.

(ii) The assets and rights referred to in paragraph (i) above are not subject to any leases, restrictions, wayleaves or other rights which may prevent, hinder or delay the implementation of the Project in accordance with the Transaction Documents in a way which has or could reasonably be expected to have a Material Adverse Effect.

(iii) It is the legal and beneficial owner of, and has good and marketable title to, all the assets:

(A) expressed to be subject to the Security created by it pursuant to (including, in respect of real property, lawful and valid leasehold rights in) the Security Documents to which it is a party from the date of the relevant Security Document;

(B) necessary or desirable for the implementation of the Project in accordance with the Transaction Documents (except to the extent that the Transaction Documents provide for the asset in question to be owned by another person),

free from any Security except that which is created by or pursuant to, or permitted by, the Finance Documents.

(o) **Environmental Laws**

(i) It has:

(A) at all times complied with all Environmental Laws to which it may be subject;

(B) obtained the Environment Certificate required or desirable in accordance with Good Industry Practice to enable the Project to be implemented in accordance with the Transaction Documents, all of which are in full force and effect; and

(C) complied with the terms and conditions of the Environment Certificate,

in each case to the extent that failure to do so has or could reasonably be expected to have a Material Adverse Effect.

(ii) No:

(A) property currently or previously owned, leased, occupied or controlled by it (including any offsite waste management or disposal location utilised by it) is contaminated with any Hazardous Substance; and

(B) discharge, release, leaching, migration or escape of any Hazardous Substance into the Environment has occurred or is occurring on, under or from that property,

in each case in circumstances where this has or could reasonably be expected to have a Material Adverse Effect.

(iii) All records, reports, returns, registrations and information necessary for compliance with any Environmental Law applicable to the Project or the Environment Certificate have or has been made or given to the relevant Competent Authority in accordance with the requirements of the relevant Environmental Law or Environment Certificate to the extent that failure to do so has or could reasonably be expected to have a Material Adverse Effect.

(p) **Project Documents**

(i) It has provided to the Lender originals or certified copies of all Project Documents entered into.

(ii) All the Project Documents have been validly executed, legally binding and enforceable ;

(iii) All the Authorisations in relation to the transactions contemplated under the Project Documents have been obtained;

(iv) To the best knowledge and belief of the Borrower, the other parties to the Project Documents are validly established and duly existing, and have the power, rights, and authorisation to enter into such Project Documents and

are bound by such Project Documents at the time of entering into such Project Documents;

(v) To the best knowledge and belief of the Borrower, the other parties to the Project Documents have obtained or will obtain all necessary government approvals or consents for the execution, delivery and performance of such Project Documents in compliance with any applicable laws and regulations for timely obtaining such approvals or consents;

(vi) The execution and performance of the Project Documents by the Borrower do not and will not contravene or violate or lead to the non-observation or non-performance of any provision of its constitutional documents; or any laws, regulations, rules, authorisation or approval of any governmental authority; or any provision of any contract, agreement or other documents to which it is a party or by which it or any of its assets are or may be bound;

(vii) The Borrower and the other parties to the Project Documents (to the best knowledge of the Borrower) are not in breach of their obligations under the Project Documents;

(viii) Other parties to the Project Documents shall not have any right of immunity in any legal or litigation proceedings.

(q) **No Immunity**

The execution by it of each Finance Document to which it is a party and the exercise of its rights and performance of its obligations thereunder will constitute private and commercial acts performed for private and commercial purposes, and it is not entitled to claim immunity from litigation, execution, attachment or any other legal proceedings taken in any jurisdiction in relation to the Finance Documents to which it is a party (including but not limited to the sovereign immunity).

(r) **Insurances**

Insurances have been, or will be by the appropriate time required by the Transaction Documents, placed and are, or will be by the relevant time, in full force and effect in the manner and to the extent required by the Transaction Documents.

17.2 Repetition

(a) All of the above representations and warranties are deemed to be made by the Borrower by reference to the facts and circumstance then existing on the Utilisation Date and the first day of each Interest Period.

(b) The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request.

18 Information Undertakings

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 Financial statements

The Borrower shall supply to the Lender

(a) as soon as the same become available, but in any event within [180] days after the end of each of its financial years, its audited financial statements for that financial year;

(b) as soon as the same become available, but in any event within [60] days after the end of calendar quarter of its financial years, its financial statements for that calendar quarter.

18.2 Requirements as to financial statements

(a) Each set of financial statements and management accounts delivered by the Borrower pursuant to Clause 18.1 (*Financial statements*) shall be certified by a director of the Borrower as fairly representing its financial condition and operations as at the end of and for the period in relation to which those financial statements and management accounts were drawn up.

(b) The Borrower shall ensure that each set of financial statements delivered by it pursuant to paragraph (a) of Clause 18.1 *(Financial statements)* has been audited by the Auditors.

(c) The Borrower shall procure that each set of financial statements and management accounts delivered pursuant to Clause 18.1 (*Financial statements*) is prepared using GAAP (except to the extent that, pursuant to GAAP, GAAP is not usually applied in the preparation of financial statements for periods of less than a complete financial year). The financial statements and management accounts delivered under paragraph (b) of Clause 18.1 (*Financial statements*) shall consist of a balance sheet, a profit and loss account and a cash flow statement.

(d) The Borrower shall promptly notify the Lender of any material change in GAAP, the accounting practices or reference periods in relation to its financial statements or management accounts or the manner in which its financial statements or management accounts are prepared.

(e) If requested by the Lender, the Borrower shall supply to the Lender:

(i) a full description of any change notified under paragraph (d) above; and

(ii) sufficient information, in form and substance as may be reasonably required by the Lender, to enable the Lender:

(A) to determine whether any provision of this Agreement in relation to which such change may be relevant has been complied with; and

(B) to make an accurate comparison between the financial position and/or the relevant information indicated in those financial statements and management accounts delivered after such changes came into effect and its most recent audited financial statements or management accounts, as applicable, delivered to the Lender under this Agreement prior to such changes coming into effect.

18.3 Information: miscellaneous

The Borrower shall supply to the Lender:

(a) at the same time as they are dispatched, all documents dispatched by the Borrower to its shareholders (or any class of them) or its creditors generally;

(b) promptly upon becoming aware of them, details of any change in any applicable law which is being made or proposed or is under consideration and which would materially and adversely affect the Borrower's ability to perform its obligations under the Transaction Documents;

(c) promptly upon request, such further information within its possession or control or available to it regarding the Project or the financial condition, business and operations of the Borrower as the Lender may reasonably request; and

(d) all documents or information relating to the Borrower or the Project as reasonably required by Sinosure or the Lender in relation to the Sinosure Policy.

18.4 Notification of Default

(a) The Borrower shall notify the Lender of any Default (and the steps, if any, being or proposed to be taken to remedy it or mitigate its effects) promptly upon becoming aware of its occurrence.

(b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or, if a Default is continuing, specifying the Default and the steps, if any, being or proposed to be taken to remedy it or mitigate its effects).

18.5 Proceedings

The Borrower shall supply to the Lender promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending:

(a) against it in an amount exceeding or reasonably likely to exceed [US$1,000,000] or which, together with any other litigation, arbitration or administrative proceedings current, pending or threatened in the previous 12 month period exceeds or is reasonably likely to exceed [US$ 5,000,000]; or

(b) against it or any other Material Project Party and which could, if adversely determined, reasonably be expected to have a Material Adverse Effect.

18.6 Authorisations

The Borrower shall, promptly upon becoming aware of them, notify the Lender of any circumstances which may lead to:

(a) any material Authorisation obtained or effected being amended, renewed or modified in any material respect or not remaining in full force and effect; or

(b) any material Authorisation not being obtained, renewed or effected by the time when it is required for the purpose of implementing the Project in accordance with the Transaction Documents.

18.7 Environmental Claims

The Borrower shall, promptly upon becoming aware of it, notify the Lender of:

(a) any claim, notice or other communication received by it in respect of any actual or alleged breach of, or liability under, Environmental Law (including any actual or alleged liability under Environmental Law to undertake remedial work);

(b) any other Environmental Claim which directly affects the Borrower or the Project;

(c) any material inspections, investigations, studies, audits, tests, reviews and other analyses carried out by it or on its behalf in relation to any environmental matters (but excluding any routine inspection); and

(d) any material non-compliance by it with any applicable Environmental Law or applicable Environment Certificate or any suspension, revocation or modification of any Environment Certificate, in each case setting out the action that it intends to take with respect to those matters;

(e) any actual or suspected Hazardous Substance at the site ofProject or Environmental Contamination or any event or circumstance which it believes is reasonably likely to result in Hazardous Substance at the site of theProject or Environmental Contamination setting out its proposals for remedying the same,

in relation to the Project in the case of paragraph (a) above, if substantiated would have and, in the case of paragraph (b) above could reasonably be expected to have, a Material Adverse Effect.

18.8 Maintenance and Inspection of Books and Records

(a) The Borrower shall:

(i) keep and maintain up to date in accordance with good business practice, GAAP and all applicable laws, statutory books, books of account, bank statements and other records which accurately reflect all material respects of all of its business affairs and transactions; and

(ii) permit the Lender or any of its representatives, at reasonable times and intervals, and upon reasonable notice, to visit any of its offices, to inspect and photocopy extracts from any of its books and records and to discuss its financial matters with its officers and auditors. The cost and expense of each such visit shall be borne by the Borrower.

(b) If requested by the Lender, the Borrower shall authorise and/or (as the case may be) engage its auditors to discuss the Borrower's financial matters with the Lender on terms and conditions acceptable to the Lender.

18.9 Co-operation, access and inspection

(a) The Borrower shall ensure that, at all reasonable times and on reasonable prior notice, the Lender:

(i) is afforded reasonable access to, and permitted to inspect, any aspect or part of the Project, and any information relating to the Borrower which is in the possession or control of or available to the Borrower, as such person (through the Lender) may reasonably require;

(ii) is provided with copies of any such information reasonably required by such person (through the Lender); and

(iii) is able to meet with the Borrower and, if requested by such person (through the Lender), and the EPC Contractor on any matter relating to the Project which, in the opinion of the Lender, is material to the interests of the Lender.

(b) The Lender (or any person nominated for the purpose) may attend, observe and participate in all material meetings and tests under the EPC Contract.

(c) The Borrower shall ensure that all reasonable co-operation is, given by it and the EPC Contractor and other Contractors to the Lender in the discharge by them of their functions in relation to the Finance Documents and/or any agreed scope of work.

(d) The rights granted by this Clause 18.9 shall be exercised so as to minimise, so far as reasonably practicable, any disruption to the Project and/or any agreed scope of work and in compliance with any applicable safety and security procedures.

18.10 Project Documents

(a) The Borrower shall, promptly upon execution, provide to the Lender certified copies, together with an electric copy, of all Project Documents.

(b) The Borrower shall promptly notify the Lender of:

(i) any circumstances becoming known to it which have led or which are reasonably likely to lead to any Project Document not being in full force and effect;

(ii) it becoming aware of any material breach of any Project Document;

(iii) any event occurring or circumstance arising which would entitle it to serve a notice of termination (howsoever described) and/or to terminate any Project Document; and

(iv) any circumstances becoming known to it (whether as a result of a force majeure event or for any other reason) which have led or may lead to any obligation of any party under the Project Documents being suspended or incapable of fulfilment.

(c) The Borrower shall promptly:

(i) provide to the Lender (for review by it) a copy of any agreement or document which is proposed to be entered into to amend, vary, waive, modify, suspend or replace any of the terms of any of the Project Documents (if the consent of the Lender is required under the Finance Documents);

(ii) upon any agreement or document referred to in paragraph (i) above being entered into, deliver to the Lender electronic and hard copies of such agreement or document; and

(iii) upon receipt, deliver to the Lender a copy of any termination notice, warning notice, notice of default or other material notice served under any Project Document.

(d) The Borrower shall promptly supply to the Lender such other information in relation to the Project Documents as the Lender may from time to time reasonably require.

18.11 Project Information

The Borrower shall, promptly upon becoming aware of it, notify the Lender of the details of any:

(a) Emergency;

(b) proposal or threat to suspend or delay the construction or operation of any part of the Project, or to abandon the Project in whole or in part;

(c) any material damage or destruction to the whole or part of the Project;

(d) other event or circumstance which could reasonably be expected to affect the implementation of the Project in accordance with the Transaction Documents;

(e) receipt of any Insurance Proceeds or Compensation;

(f) breach, material change, cancellation or proposed material change or cancellation of the policies relating to the Insurances; and

(g)

(i) occurrence which could reasonably be expected to form the basis of a claim under the Insurances relating to a loss in excess of US$1,000,000 inclusive of policy excess; and

(ii) claim actually made in relation to such occurrence.

18.12 Standard of information

(a) The Borrower shall ensure that each report and any other written information to be provided by it (or any of its advisers) for the purposes of the Finance Documents or in connection with the Project will be true, complete and accurate in all material respects as at the date it is provided or as at the date (if any) at which it is stated.

(b) The Borrower shall ensure that all opinions, projections and forecasts in such information and the assumptions on which they are based are, to the extent provided by or expressed to be those of the Borrower, expressed and made in good faith, arrived at after due and careful consideration and enquiry and genuinely represent its views as at the date they are given or made. To any other extent, it will ensure that they are, to the best of its knowledge and belief, fair and reasonable. No representation or warranty is, however, made that any forecast, projection or assumption will be achieved.

(c) The Borrower shall ensure that, to the best of its knowledge and belief after making due and careful enquiry, no information required to be provided by it under the Finance Documents will have been given or withheld that may result in any information, opinions, projections, forecasts or assumptions referred to in this Clause 18.12 being untrue or misleading in any material respect or which, if disclosed, might reasonably be expected to adversely affect the decision of a person considering whether to provide, or to continue providing, finance to the Borrower on the terms of the Finance Documents.

18.13 "Know your customer" checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(ii) any change in the status of the Borrower after the date of this Agreement; or

(iii) a proposed assignment or transfer by the Lender of any of its rights and obligations under this Agreement to a party that is not the Lender prior to such assignment,

obliges the Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender in order for the prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

19 Budgets and Regular Reporting Requirements

The undertakings in this Clause 19 are given by the Borrower (except where otherwise stated) and remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 Construction Budget

(a) Any revision to the Construction Budget shall require the prior written approval of the Lender (which approval shall not be unreasonably withheld).

(b) The Lender may, at any time, by notice to the Borrower, request the Borrower to prepare a draft revision to the then current Construction Budget if the Lender believes that a change in circumstances or cost has occurred and the Construction Budget is no longer correct for the purposes of this Agreement.

(c) Within 20 days of receipt of a notice delivered under paragraph (b) above, the Borrower shall prepare and deliver to the Lender a draft revised construction budget as at the last day of the Month preceding the date of the notice.

(d) The Borrower may, at any time, prepare and deliver to the Lender a draft revised construction budget.

(e) Any draft revised construction budget delivered pursuant to this Clause 19.1 shall:

(i) unless otherwise agreed by the Lender, be in substantially the same form as the Construction Budget; and

(ii) be expressed in US Dollars.

(f) The Lender shall, within 15 days of receipt of a draft revised construction budget under this Clause 19.1, notify the Borrower whether or not it approves that draft revised construction budget (including giving reasonable details of the grounds for any disapproval).

(g) If the Lender disapproves a draft revised construction budget, the Lender and the Borrower shall negotiate for a period of 15 days (or such other period as is agreed by the Borrower and the Lender) in good faith in order to agree the draft revised construction budget.

(h) Upon :

(i) the Lender notifying the Borrower pursuant to paragraph (f) above that it approves a draft revised construction budget; or

(ii) the Lender and the Borrower agreeing pursuant to paragraph (g) above any revisions to a draft revised construction budget,

the Borrower shall, within five Business Days, deliver to the Lender the agreed draft revised construction budget and upon its receipt by the Lender, that draft revised construction budget shall become the Construction Budget for the purposes of this Agreement.

19.2 Operating Budget

(a) The Borrower shall prepare and deliver to the Lender a draft operating budget for the next Operating Period in such form as the Lender and the Borrower may agree from time to time no later than:

(i) in relation to the first Operating Period, 90 days prior to the anticipated Project Completion Date; and

(ii) 90 days prior to the beginning of each Operating Period other than the first Operating Period; and

(iii) 20 days following notice form the Lender in circumstances where the Lender reasonably believes that a change in cost or circumstance has occurred and that the then current Operating Budget is no longer correct for the purposes of this Agreement.

(b) Each draft operating budget shall comprise a budget for the relevant Operating Period, setting out the projected Operating Costs and projected Project Revenues for such Operating Period on a monthly basis in reasonable detail, together with all related technical and operational assumptions.

(c) The Lender shall, within 30 days of receipt of a draft operating budget under this Clause 19.2, notify the Borrower whether or not it approves that draft operating budget (including giving reasonable details of the grounds for any disapproval).

(d) If the Lender disapproves a draft operating budget, the Lender and the Borrower shall negotiate for a period of 15 Business Days (or such other period as is agreed by the Borrower and the Lender) in good faith in order to agree the draft operating budget.

(e) Subject to paragraph (h), upon:

(i) the Lender notifying the Borrower pursuant to paragraph (c) above that it approves a draft operating budget; or

(ii) the Lender and the Borrower agreeing pursuant to paragraph (d) above any revisions to a draft operating budget,

the Borrower shall, within five Business Days, deliver to the Lender the agreed draft operating budget and, upon its receipt by the Lender, that draft operating budget shall become the operating Budget for the Operating Period to which it relates.

(f) Any draft revised operating budget delivered pursuant to this Clause 19.2 shall:

(i) unless otherwise agreed by the Lender, be in substantially the same form as the Operating Budget; and

(ii) be expressed in US Dollars.

(g) If a draft operating budget is not approved prior to the first day of the Operating Period to which it relates then the current Operating Budget shall continue for the next Operating Period.

(h) If the aggregate of all line items of Operating Costs in the draft revised operating budget prepared pursuant to paragraph (a) above is not less than 95 per cent. nor more than 105 per cent. of the aggregate of all line items of Operating Costs in the initial Operating Budget in respect of the Operating Year to which the revised draft operating budget relates, then the revised draft operating budget shall be deemed to be approved by the Lender and shall, on the date the draft revised operating budget was delivered to the Lender, be the Operating Budget for the purposes of this Agreement.

19.3 Construction Reports

From the Utilisation Date until the Project Completion Date the Borrower shall, as soon as practicable and not later than 10 Business Days after the end of each calendar quarter (for the purposes of this Clause 19.3, the "**Relevant Quarter**"), deliver to the Lender (with sufficient copies for the Lender) a Construction Report (in such form as the Lender and the Borrower may agree from time to time) setting out:

(a) a comparison between:

(i) the progress of construction of the Project (including Milestones met) during the Relevant Quarter; and

(ii) the progress projected for the Relevant Quarter in the Construction Programme and the previous Construction Report,

together with an explanation of any material divergence;

(b)

(i) a projection of the progress to be made (including Milestones to be met) on a quarterly basis from the end of the Relevant Quarter until the Project Completion Date; and

(ii) an explanation of any material divergence from the projections contained in the Construction Programme and the previous Construction Report;

(c)

(i) the Project Completion Date; and

(ii) an explanation of any material divergence from the estimate of that date set out in the Construction Programme and the previous Construction Report, together with the Borrower's proposals for addressing such divergence;

(d) a comparison between:

(i) the amount actually spent by the Borrower on each line item of the Construction Budget in the Relevant Quarter; and

(ii) the amount forecast in the previous Construction Report to have been spent by the Borrower in the Relevant Quarter on each such line item,

together with an explanation of any material difference;

(e)

(i) a forecast of the amount to be spent by the Borrower on each line item of the Construction Budget in the period from the end of the Relevant Quarter until the Project Completion Date on a quarterly basis; and

(ii) an explanation of any material divergence from the amounts forecast in the Construction Budget and the previous Construction Report;

(f) the Borrower's best estimate (together with reasonable evidence) as to whether any Funding Shortfall exists on the date of the Construction Report or may reasonably be expected to exist prior to the Project Completion Date together with the Borrower's proposals for addressing any such Funding Shortfall; and

(g) such other information in relation to the construction of theProject as the Lender may from time to time reasonably require.

19.4 Operating Reports

From the Project Completion Date until the Final Maturity Date, the Borrower shall, not later than 15 Business Days after the end of each Operating Period, deliver to the Lender an Operating Report in such form as the Lender and the Borrower may agree from time to time setting out:

(a) a comparison between:

(i) the amount actually spent by the Borrower on each line item in the Operating Budget during the Operating Period on a Monthly basis; and

(ii) the amount in the Operating Budget forecast for each Month during the Operating Period to have been spent by the Borrower on each such line item,

together with an explanation for any material difference;

(b) a comparison between:

(i) the amount of Project Revenues actually received in the Operating Period; and

(ii) the amount of Project Revenues forecast in the Operating Budget to have been received in the Operating Period,

together with an explanation for any material difference;

(c) the technical performance of the Project and the availability of theProject;

(d) details of any major maintenance or repairs to theProject undertaken by the Borrower during the Operating Period;

(e) details of any suspension of operations during the Operating Period;

(f) details of any material and adverse occurrence in respect of Project operations including any material technical problems, material interruptions of operations, material disputes with authorities and/or material labour together with, in each case summary details of the action being taken to remedy these occurrences; and

(g) such other information relating to the operation, maintenance and/or management of theProject as the Lender may from time to time reasonably require.

20 Project Account

20.1 Account Bank

The Project Accounts shall be opened and held by the Borrower with the Account Bank.

20.2 Deposit and Settlement Account

The Borrower shall open the Deposit Account with the Account Bank no later than [ten (10)] Business Days prior to the Utilization Date.

20.3 DRC Collection Account

The Borrower shall ensure that:

(a) all Project Revenues payable to the Borrower shall be paid directly into the DRC Collection Account; and

(b) at all times within the period start from the Utilisation Date and ending on [*] from and including the date falling 5 Business Days prior to each Interest Payment Date or Repayment Date to and including such Interest Payment Date or Repayment Date, the balance in the DRC Collection Account is no less than the then applicable Debt Service Reserve Amount.

20.4 Landmark Collection Account

The Borrower shall ensure that:

(a) all revenues payable to the Borrower in connection with the Landmark Project shall be paid directly into the Landmark Collection Account; and

(b) at all times after [*] from the date falling 5 days prior to each Interest Payment Date, the balance in the Landmark Collection Account with the balance in the DRC Collection Account shall be not less than the then applicable Debt Service Reserve Amount.

(c) **The Application of the funds in the DRC Collection Account and Landmark Collection Account**

The Borrower may with the consent of the Account bank withdraw and apply the funds in the DRC Collection Account and Landmark Collection Account.

~~20.5 Compliance with the Account Agreement~~

~~The Borrower shall at all times comply with its obligations under the Account Agreement.~~

21 Positive Undertakings

The undertakings in this Clause 21 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

21.1 Project implementation

The Borrower shall maintain its corporate existence and shall ensure that the Project is implemented in all material respects in accordance with:

(a) the Transaction Documents;

(b) Good Industry Practice;

(c) applicable laws; and

(d) the specifications, warranty conditions and guidelines relating to any equipment forming part of the works to be carried out under the EPC Contract.

21.2 Project Documents

The Borrower shall:

(a) duly and punctually perform and comply with its obligations under the Project Documents and any applicable Authorisations;

(b) take all steps necessary or desirable to protect, maintain, exercise and enforce all its rights with respect to the Project Documents to procure the due performance by each other party to the Project Documents of such party's respective obligations under each of the Project Documents;

(c) acquire at the appropriate time for the Project to be implemented in accordance with the Project Documents and then preserve all such property, rights and interests as are necessary for the performance of its obligations under each of the Project Documents.

21.3 Registration of Agreement

The Borrower shall ensure that this Agreement is submitted to the Bank of Lao PDR and to obtain the offshore loan approval of Bank of Lao PDR.

21.4 Authorisations

The Borrower shall promptly obtain at the appropriate time for the Project to be implemented in accordance with the Transaction Documents and then comply with and do all that is necessary to maintain in full force and effect (and supply certified copies to the Lender of) any Authorisation required under any applicable law or regulation:

(a) to enable the Borrower lawfully to exercise its rights and perform its obligations under the Transaction Documents to which it is a party;

(b) to ensure the legality, validity, enforceability, or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document; and

(c) to enable the Borrower to create the Security to be created by it pursuant to each Security Document to which it is a party and to ensure that such Security has the priority and ranking it is expressed to have; and

(d) to enable the Project to be implemented in accordance with the Transaction Documents.

21.5 Compliance with laws

The Borrower shall comply in all material respects with all laws to which it may be subject.

21.6 *Pari Passu* ranking

The Borrower shall ensure that its obligations under the Finance Documents rank at all times at least *pari passu* in right of priority and payment with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

21.7 Security

(a) The Borrower shall preserve and maintain the security interests created by the Security Documents and the validity, enforceability and priority thereof.

(b) The Borrower shall promptly make the appropriate stamping and registrations of the Security Documents with the .

(c) The Borrower shall by giving Sinosure and the lender a no less than [ ] business days written application letter in the form as satisfactory to Sinosure and the Lender, discharge certain part or parts of the security interests created by the Security Documents with the written consent from Sinosure.

21.8 Proceedings

The Borrower shall take all steps necessary to defend any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower or, subject to Clause 22.1(b), endeavour to settle any claim where the Borrower's legal adviser advises that there is no effective defence.

21.9 Personnel and advisers

(a) The Borrower shall ensure that sufficient properly qualified and trained personnel are at all times available to it as necessary to enable it to comply with its obligations under the Transaction Documents.

(b) The Borrower shall employ appropriate advisers for the taking of all steps as are necessary or desirable to enable it to comply with its obligations under the Transaction Documents.

21.10 Property rights

(a) The Borrower shall ensure that it has available, by the appropriate time for the Project to be implemented in accordance with the Transaction Documents, all assets and rights necessary or desirable from time to time for that purpose including access to the site of Lao Diplomatic Compound and all relevant rights of possession or occupation, wayleaves and other related rights.

(b) The Borrower shall ensure that the assets and rights referred to in paragraph (a) above are not subject to any leases, restrictions, wayleaves or other rights which may prevent, hinder or delay the implementation of the Project in accordance with the Transaction Documents.

(c) The Borrower shall do all that is required or desirable to safeguard and maintain the assets and rights referred to in paragraph (a) above, including complying with all contractual provisions and making all registrations which are necessary or desirable for that purpose.

(d) The Borrower shall ensure that the implementation of the Project will not result in the infringement of the rights of any person with regard to any asset being used for that purpose.

21.11 Environmental undertakings

(a) The Borrower shall:

(i) comply with all Environmental Laws to which it or the Project may be subject;

(ii) obtain the Environment Certificate required or desirable in accordance with Good Industry Practice to enable the Project to be implemented in accordance with the Transaction Documents, and maintain them in full force and effect;

(iii) comply with the terms and conditions of the Environment Certificate; and

(iv) prevent any Hazardous Substance or Environmental Contamination adversely affecting the Lao Diplomatic Compound in any respect material to the interests of the Lender under the Finance Documents.

(b) If the Borrower becomes aware of any Hazardous Substance or Environmental Contamination at the site of the Lao Diplomatic Compound , it shall take all necessary action to comply with all Environmental Law requirements regarding the notification of public bodies concerning that Hazardous Substance or Environmental Contamination and shall take all reasonable steps to remedy, remove from the site of theProject or prevent the incursion of, as the case may be, that Hazardous Substance or Environmental Contamination in a manner that complies with all requirements of Environmental Law.

21.12 Tax

(a) The Borrower shall ensure that all Tax returns required to be filed by it or on its behalf under any applicable law are filed when due and contain the information required by applicable law to be contained in them.

(b) The Borrower shall pay when due all Taxes payable by it under applicable law except to the extent that it is contesting payment in good faith and by appropriate means.

(c) With respect to Taxes which have not fallen due or which it is contesting, the Borrower shall maintain reserves adequate for their payment and in accordance, where applicable, with GAAP.

21.13 No Finance Party liability for the EPC Contract

(a) The Borrower shall perform its obligations under the Finance Documents notwithstanding any failure by the EPC Contractor to fulfil its obligations under the EPC Contract and the Borrower shall not use any such failure as an excuse, defence, set-off, counterclaim or cross-complaint as against the performance or payment of any of its obligations under the Finance Documents to which it is a party.

(b) The Borrower hereby acknowledges and agrees that none of the Finance Parties shall be in any way responsible for the performance of the EPC Contractor under the EPC Contract and no Finance Party shall have any obligation to intervene in any dispute arising out of the performance thereof.

21.14 Sinosure Policy

The Borrower shall not take any action that may adversely affect the interests and rights of the Lender under the Sinosure Policy.

21.15 Insurance

The Borrower shall take out and maintain the Insurances satisfactory to the Lender.

21.16 Capital contribution

The Borrower shall ensure that the proportion of:

(a) the aggregate amount of the proceeds of the Loan applied towards payment of any Construction Costs or Operation Costs; to

(b) the total amount of money applied in relation to the Construction Costs plus Borrower's Cost or Operation Costs shall not at any time be greater than 70%.

21.17 Conditions Subsequent

(a) The Borrower shall no later than the date falling [ ] [Days/Months] after the Project Completion Date submit the duly signed relevant immovable assstes mortgage agreement in relation to all the as satisfactory to the Security Trustee and complete the related perfection procedures required by

(b) The Borrower shall no later than the date falling [ ] [Days/Months] after [*] submit the duly signed relevant immovable assets mortgage agreement in relation to the Landmark satisfactory to the Security Trustee and completer the related perfection procedures required by .

(c) The Borrower shall no later than the date falling [ ] [Days/Months] after [*] relevant pledge agreement of of Landmark Collection Account as satisfactory to the Security Trustee and complete the related procedures required by .

22 Negative Undertakings

The undertakings in this Clause 22 shall remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

22.1 Amendment of Transaction Documents

(a) The Borrower shall not amend, vary, waive or modify or agree to the amendment, variation, waiver or modification of any Project Document unless such action is not in any respect material.

Notwithstanding above provisions under clause 22.1(a), the Borrower shall not amend or agree to any amendment of the Concession Agreement without the Lender's prior written consent.

(b) The Borrower shall not settle or compromise without the prior written consent of the Lender:

(i) any claim with respect to any Project Document where the value of such claim exceeds US$1,000,000; nor

(ii) any litigation, arbitration or administrative proceedings which fall within Clause 18.5 (*Proceedings*).

(c) The Borrower shall not:

(i) assign any of its rights or transfer any of its obligations under any Transaction Document in whole or in part, except as permitted by the Finance Documents; or

(ii) agree to any other party to any Transaction Document assigning any of its rights or transferring any of its obligations under any Project Document in whole or in part, except as permitted by the Finance Documents.

22.2 Negative pledge

(a) Subject to paragraph (c), the Borrower shall not create or permit to subsist any Security over any of its assets which are subject to the Security Documents.

(b) Subject to paragraph (c) and Clause 22.3 *(Disposals)*, the Borrower shall not:

(i) sell, transfer or otherwise dispose of any of its assets which are subject to the Security Documents on terms whereby they are or may be leased to or re-acquired by the Borrower;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms, except for the discounting of bills and notes in the ordinary course of trading.

(c) Paragraphs (a) and (b) above do not apply to:

(i) the Security created pursuant to any Transaction Document;

(ii) any lien arising by operation of law and in the ordinary course of the Borrower's trading (as carried on in accordance with the Transaction Documents) to the extent that the debt so secured by the Security has not become overdue.;

(iii) any Security arising out of title retention provisions in a supplier's standard conditions for the supply of goods acquired by the Borrower in the ordinary course of its trading, where the value of such goods does not exceed US$5,000,000 in aggregate to the extent that the debt so secured by the Security has not become overdue.; or

(iv) any other Security created or subsisting with the prior written consent of the Lender.

22.3 Disposals

(a) Subject to paragraph (b), the Borrower shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal of assets not subject to the Security Documents:

(i) at arm's length and on normal commercial terms of surplus, obsolete, redundant or worn-out assets;

(ii) at arm's length and on normal commercial terms of assets in exchange for other assets comparable or superior as to type, value and quality in accordance with Good Industry Practice;

(iii) constituting the creation of any Security permitted under paragraph (c) of Clause 22.2 *(Negative pledge)*; or

(iv) made in the ordinary course of the Borrower's trading at arm's length and on normal commercial terms and not exceeding US$1,000,000 in respect of any asset and US$10,000,000 in aggregate in any 12 months; or

(v) approved in writing in advance by the Lender.

22.4 Financial Indebtedness

(a) Subject to paragraph (b), the Borrower shall not incur, agree to incur or have outstanding any Financial Indebtedness.

(b) Paragraph (a) above does not apply to Financial Indebtedness:

(i) under any Transaction Document;

(ii) arising in respect of bonds or guarantees;

(iii) not falling within paragraphs (i) to (ii) above, the aggregate outstanding principal amount of which (when aggregated with all other Financial Indebtedness incurred under this paragraph (iii)) does not exceed US$5,000,000 (indexed); or

(iv) incurred with the prior written consent of the Lender.

22.5 Loans and guarantees

(a) Subject to paragraph (b), the Borrower shall not:

(i) make the Loan, or provide any form of credit or financial accommodation, to any person;

(ii) be a creditor in respect of any Financial Indebtedness; or

(iii) give or issue any guarantee, indemnity, bond or letter of credit to or for the benefit of, or in respect of liabilities or obligations of, any other person or voluntarily assume any liability (whether actual or contingent) of any other person.

(b) Paragraph (a) above does not apply to:

(i) loans, guarantees, indemnities, bonds and letters of credit under or expressly permitted by the Transaction Documents; or

(ii) trade credit, guarantees, indemnities, bonds and letters of credit granted, given or issued by the Borrower on arm's length terms and in the ordinary course of its business to suppliers and customers, the aggregate outstanding principal amount of which (when aggregated with all other trade credit, guarantees, indemnities, bonds and/or letters of credit permitted under this paragraph (ii) does not exceed [US$5,000,000].

22.6 New agreements

(a) The Borrower shall not enter into any agreement, transaction or other arrangement with or for the benefit of any other person other than in the ordinary course of trading, for full market value and on arm's length terms.

(b) Save for the Transaction Documents, the Borrower shall not enter into any agreement, transaction or other arrangement with or for the benefit of any Shareholder or any of their Affiliates, other than on arm's length basis for cash consideration, without the prior written consent of the Lender.

22.7 Merger

The Borrower shall not enter into any amalgamation, demerger, merger or corporate reconstruction.

22.8 Taxation

The Borrower shall not be or become resident for Tax purposes anywhere other than in the Lao PDR.

22.9 Auditors and financial year

The Borrower shall not, without the prior consent of the Lender, change its Auditors or its financial year end.

22.10 Protection of Security

The Borrower shall not do, or permitted to be done, anything which could reasonably be expected to prejudice the validity, enforceability or priority of any of the Security created pursuant to the Security Documents.

22.11 No Hedging

The Borrower shall not enter into any hedging or other derivative instrument or transaction without the prior written consent of the Lender.

23 Events of Default and Remedies

23.1 Events of Default

Each of the events or circumstances set out in this Clause 23.1 is an Event of Default.

(a) **Non-payment by any Obilgor**

Any Obligor does not pay on the due date any amount payable pursuant to a Finance Document unless:

(i) its failure to pay is caused by administrative or technical error or a Disruption Event; and

(ii) payment is made within [2] Business Days of its due date.

(b) **Breach of other Finance Document obligations**

(i) Subject to paragraph (ii), any Obligor does not comply with any of its respective obligations under the Finance Documents.

(ii) No Event of Default under this Clause 23.1(b) will occur if the failure to comply is:

(A) capable of remedy; and

(B) remedied to the Lender's satisfaction within 15 Business Days of the earlier of the Lender giving notice to the Borrower of the failure to comply and the Borrower becoming aware of the failure to comply.

(c) **Misrepresentation**

(i) Subject to paragraph (ii), any representation made or deemed to be made by any Obligor in any Finance Document or any other document delivered by or on behalf of it under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made in any material respect.

(ii) No Event of Default will occur under this paragraph (c) if the facts or circumstances underlying the misrepresentation are:

(A) capable of remedy; and

(B) remedied to the Lender's satisfaction within 15 Business Days of the earlier of the Lender giving notice to the relevant Person (with a copy to the Borrower) and the Borrower becoming aware of the misrepresentation.

(d) **Cross default**

(i) Any Financial Indebtedness other than Financial Indebtedness under the Financial Documents of any Obligor is not paid when due nor within any originally applicable grace period.

(ii) Any Financial Indebtedness other than Financial Indebtedness under the Financial Documents of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(iii) Any commitment for any Financial Indebtedness other than Financial Indebtedness under the Financial Documents of any Obligor is cancelled or suspended by a creditor of that Obligor as a result of an event of default (however described).

(iv) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness other than Financial Indebtedness under the Financial

Documents of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

(v) No Event of Default will occur under paragraphs (i) to (iv) above if the aggregate amount of Financial Indebtedness other than Financial Indebtedness under the Financial Documents of any Obligor is less than [US$5,000,000] (or equivalent in any other currency).

(e) **Insolvency**

(i) A Material Project Party(other than the EPC contractor after the Project Completion Date):

(A) is (or is deemed by any law or court to be) unable or admits inability to pay its debts as they fall due;

(B) stops or suspends (or announces an intention to stop or suspend) making payments on any of its debts; or

(C) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

(ii) The value of the assets of any Material Project Party is less than its liabilities (taking into account contingent and prospective liabilities).

(iii) A moratorium is agreed, declared or comes into force in respect of any indebtedness of any Material Project Party.

(iv) Any step is taken or event occurs in any jurisdiction which would have an analogous or equivalent effect to those set out in paragraphs (i), (ii), and (iii) of this paragraph (e).

(f) **Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(iii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Material Project Party (other than the EPC contractor at any time when the EPC Contractor no longer has any actual or continent obligation or liability under the EPC Contract) other than a solvent reorganisation on terms approved by the Lender;

(i) a composition, compromise, assignment or arrangement with any creditor of Obligor;

(ii) the appointment of a liquidator, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Material Project Party (other than the EPC contractor at any time when the EPC Contractor no longer has any actual or continent obligation or liability under the EPC Contract) or any of its assets; or

(iii) enforcement of any Security over any assets of any Material Project Party,

or any procedure or step is taken in any jurisdiction which would have an analogous or equivalent effect.

(g) **Creditors' process**

Any expropriation, attachment, sequestration, distress, execution or other legal process affects:

(i) any asset or assets of any Obligor; or

(ii) any material asset or assets of any Obligor,

and is not discharged within [45] Business Days.

(h) **Nationalisation**

Any person with competent jurisdiction takes any step with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of any Obligor.

(i) **Authorisations**

Any Authorisation required pursuant to Clause 21.4 *(Authorisations)* ceases to be in full force and effect.

(j) **Material Adverse Effect**

Any one or more events occur or circumstances arise which in the opinion of the Lender have or could reasonably be expected to have a Material Adverse Effect.

(k) **Unlawfulness and unenforceability of the Transaction Documents**

(i) It is or becomes unlawful for any Material Project Party to perform or comply with any of its obligations under any Transaction Document (unless the Lender determines that the unlawfulness of the relevant obligation(s) would or could not reasonably be expected to have a Material Adverse Effect).

(ii) The obligations of any Material Project Party under any Transaction Document are not or cease to be legal, valid, binding and enforceable (unless the Lender determines that such occurrence would or could not reasonably be expected to have a Material Adverse Effect).

(l) **Breach of the Transaction Documents**

(i) Any Material Project Party repudiates a Transaction Document or evidences an intention to repudiate a Transaction Document.

(ii) Any of the Transaction Documents is or becomes capable of being avoided, cancelled, revoked, forfeited, surrendered, suspended or otherwise is not, or is claimed not to be, in full force and effect and unconditional.

(iii) Any termination notice is delivered to the Borrower by any counterparty under a Project Document.

(iv) The Borrower or any counterparty materially breaches any Project Document and such breach is not remedied within 20 Business Days.

(m) **Delayed Completion**

The Project Completion Date has not occurred by the Final Completion Date.

(n) **Suspension**

The construction or operation of any part of the Project is (in each case, for any reason, including force majeure) suspended for a continuous period of [30] Business Days, except where the Lender determines that such suspension does not have nor could reasonably be expected to have a Material Adverse Effect.

(o) **Abandonment**

The Project is abandoned in whole or in part unless, in the case of a partial abandonment, the Lender determines that abandonment of that part does not have nor could reasonably be expected to have a Material Adverse Effect.

(p) **Loss of Project**

TheProject is damaged or destroyed in whole or in part unless, in the case of part only:

(i) the Lender determines that the damage or destruction of that part does not have nor could not reasonably be expected to have a Material Adverse Effect; or

(ii) the Borrower is applying insurance proceeds in respect of the damage or loss of such part.

(q) **Insurance**

Any Insurance required to be effected by the Lender is not, or ceases to be, maintained in full force and effect.

(r) **Security**

Any Security Document is not in full force and effect or does not create in favour of the Security Trustee for the benefit of the Finance Parties the Security which it is expressed to create with the ranking and priority it is expressed to have.

(s) **Litigation**

Any litigation, arbitration or administrative proceedings of or before any court, arbitral body, agency or other Competent Authority is started, pending or threatened:

(i) to restrain:

(A) the Borrower's entry into any Transaction Document; or

(B) the Borrower's exercise of any of its rights, or performance or enforcement of or compliance with its obligations, under any Transaction Document; or

(ii) which the Lender determines has or could reasonably be expected to have a Material Adverse Effect.]

(t) **Sinosure Policy**

(i) Sinosure repudiates the Sinosure Policy or evidences an intention to repudiate the Sinosure Policy.

(ii) The Sinosure Policy is fully or partially withdrawn, suspended, terminated or cancelled or otherwise ceases to be in full force and effect or binding on and enforceable against Sinosure.

(iii) It becomes unlawful for Sinosure to perform any of its obligations under the Sinosure Policy.

Sinosure refuses to accept a valid insurance claim under the Sinosure Policy or to pay compensation under the Sinosure Policy in a manner as instructed by the Lender.

(u) **Conditions Subsequent**

The Borrower does not comply with any provision of Clause 21.17 (Conditions Subsequent).

(v) **Shareholder transfers**

The Shareholder transfers any part of its direct or indirect equity interest in the Borrower, without the consent of the Lender.

23.2 Remedies

On and at any time after the occurrence of an Event of Default (which is continuing) the Lender may:

(a) by notice to the Borrower cancel the Commitment whereupon they shall immediately be cancelled;

(b) by notice to the Borrower declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;

(c) by notice to the Borrower declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender on the instructions of the Lender;

(d) exercise the rights available to it under the Guarantee; and/or

(e) instruct the Security Trustee to take steps to enforce all or part of the Security created under the Security Documents or exercise any other right held by it under any of the Finance Documents that accrue upon the occurrence of an Event of Default.

23.3 Rights under Sinosure Policy

The remedies set out in Clause 23.2 (*Remedies*) shall be without prejudice to the rights of the Lender to make claims under and enforce the Sinosure Policy.

23.4 No claims against Finance Parties

The Borrower agrees that if Sinosure makes a payment to the Lender pursuant to the Sinosure Policy following a notice pursuant to Clause 23.2 (*Remedies*), the Lender may act on the instructions of Sinosure and the Borrower shall not have any claims whatsoever in respect of any loss, damage or expense suffered or incurred by it against any Finance Party.

24 Changes to the Parties

24.1 Assignment by the Finance Parties

A Finance Party may assign any or all of its rights and/or obligations under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

24.2 Sinosure

The Lender may assign any of its rights under the Finance Documents to Sinosure.

The Borrower shall promptly do all such acts or execute all such documents as may be required to give effect to any assignment made pursuant to paragraph above.

24.3 Assignment by the Borrower

The Borrower may not assign any of its rights or obligations under the Finance Documents.

25 Payment terms

25.1 Partial payments

(a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by any Obligor under the Finance Documents, the Lender shall apply that payment towards the obligations of the Obligors under the Finance Documents in the following order:

  (i) first, in or towards payment pro rata of any accrued interest, fees or commission due but unpaid under any Finance Documents;

  (ii) secondly, in or towards payment pro rata of any principal due but unpaid under this Agreement and any amount due but unpaid under Clauses 12 (Tax Gross-Up and Indemnities), 13 (Increased Costs) and 14 (Other Indemnities); and

  (iii) thirdly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

(b) The Lender may, if so directed by Sinosure, vary the order set out in paragraphs (i) to (iii) above.

(c) Paragraphs 25.1 and (b) above will override any appropriation made by the Borrower.

25.2 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

25.3 Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any such extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

25.4 Currency of account

(a) Subject to paragraphs (b) to (e) below, US Dollars is the currency of account and payment for any sum due from the Borrower under any Finance Document.

(b) A payment of any Unpaid Sum shall be made in the currency in which the Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to the Finance Documents, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than US Dollars shall be paid in that other currency.

26 Set-Off

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

27 Appointment of Security Trustee

The Lender hereby appoints the Security Trustee as its security trustee in respect of the Security Documents to which the Security Trustee is expressed to be party.

28 Notices

28.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

28.2 Addresses

28.3 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below or any substitute address, fax number or department or officer as the Party may notify to the other Parties by not less than five (5) Business Days' notice. **.**

28.4 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 28.2 *(Addresses)*, if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

(c) Any communication or document which becomes effective, in accordance with paragraphs (a) to (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

28.5 Electronic communication

(a) Any communication to be made between any two Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication as specified in paragraph (a) above to be made between the Borrower and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

(c) Any such electronic communication as specified in paragraph (a) above made between any two Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made

by a Party to the other Parties only if it is addressed in such a manner as the other Parties shall specify for this purpose.

(d) Any electronic communication which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

(e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 28.5.

28.6 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is:

(A) a constitutional, statutory or other official document;

(B) the Guarantee;

(C) a Security Document; or

(D) the Sinosure Policy or other document issued by Sinosure under or in connection with the Sinosure Policy.

29 Calculations and Certificates

29.1 Accounts

In any dispute, litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are prima facie evidence of the matters to which they relate.

29.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the London interbank market differs, in accordance with that market practice.

30 Partial Invalidity

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

31 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any power, right or remedy under a Finance Document shall operate as a waiver of any such power, right or remedy or constitute an election to affirm any Finance Document. No waiver or election to affirm any Finance Document on the part of any Finance Party shall be effective unless in writing. No single or partial exercise of any power, right or remedy shall prevent any further or other exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

32 Amendments and Waivers

32.1 Required consents

Subject to Clause 32.2 (*Exceptions*) any term of this Agreement may be amended or waived only with the consent of the Lender and the Borrower and any such amendment or waiver will be binding on all Parties.

32.2 Exceptions

An amendment or waiver which relates to the rights or obligations of the the Security Trustee or the Account Bank may not be effected without the consent of the Lender or the Security Trustee respectively.

33 Confidential Information

33.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, except to the extent permitted by Clause 33.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

33.2 Disclosure of Confidential Information

Any Finance Party may disclose:

(a) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional

obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to Sinosure;

(c) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Lender and, in each case, to any of that person's Affiliates, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or of the Borrower and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraph (c)(i) or (c)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (c)(i) or (c)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so);

(vii) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(viii) who is a Party; or

(ix) with the consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to paragraphs (c)(i), (c)(ii) and (c)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking, except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (c)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of

confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (c)(v), (c)(vi) and (c)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(d) to any person appointed by that Finance Party or by a person to whom paragraph (c)(i) or (c)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (d) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and

(e) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower.

33.3 Entire agreement

This Clause 33.3 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

34 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

35 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the PRC.

36 Enforcement

36.1 Arbitration

(a) Any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**) shall be submitted to China International Economic and Trade Arbitration Commission for arbitration

which shall be conducted in accordance with its then arbitration rules then in force (the **CIETAC Rules**). The arbitral award is final and binding upon the Parties.

(b) The arbitral tribunal shall be composed of three arbitrators appointed in accordance with the CIETAC Rules.

(c) The place and seat of the arbitration shall be Beijing, PRC.

(d) The language of the arbitration shall be Chinese.

(e) The arbitration proceedings and the arbitration award shall be kept confidential save as required by law.

36.2 Waiver

(a) The Borrower irrevocably acknowledges and accepts that the Finance Documents and all agreements entered into in connection herewith (including all appendices, schedules and exhibits thereto) and the performance or non-performance of its obligations under the Finance Documents are commercial rather than public or governmental acts. In any event, it hereby waives in relation to any disputes arising out of or in connection with the Finance Documents under any law or in any jurisdiction any claim it may have or may acquire to immunity on the grounds of sovereignty or otherwise for itself or any of its assets.

(b) For the avoidance of doubt and without prejudice to the foregoing, the Borrower hereby irrevocably waives any claim to immunity in regard to any proceedings to enforce any arbitral award rendered by an arbitral tribunal constituted pursuant to this Agreement, including, without limitation, immunity from service of process, immunity from jurisdiction of any court, and immunity of any of its property from execution.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
Conditions Precedent

1 The Borrower

(a) A copy of the constitutional documents of the Borrower.

(b) A copy of a resolution of the board of directors of the Borrower:

(i) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute the Transaction Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf;

(iii) authorising specified persons to be signatories to the Project Accounts; and

(iv) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party.

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

(d) A certificate of the Borrower (signed by a director) confirming that borrowing the Facility would not cause any borrowing or similar limit binding on the Borrower to be exceeded.

(e) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Paragraph 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

(f) A list of the initial directors of the Borrower.

2 Finance Documents

Originals of each of the following Finance Documents duly signed by the relevant parties thereto:

(a) this Agreement;

(b) the Guarantee;

3 Project Documents

Certified copies of each of the documents set out in the definition of Project Documents in form and substance satisfactory to the Lender, duly executed by each of the relevant parties, and the evidence that each Project Document has taken effect.

4 Project Accounts

Evidence satisfactory to the Lender that the Borrower has opened or designated each Project Account in accordance this Agreement.

5 Insurances

Evidence satisfactory to the Lender that the Insurances required to be effected and maintained under the Transaction Documents as at the Utilisation Date are in full force and effect and all premia due and payable in respect of the relevant Insurances have been paid (or arrangements for payment thereof have been made satisfactory to the Lender).

6 Construction Programme

The Construction Programme in form and substance satisfactory to the Lender.

7 Construction Budget and draft Operating Budget

The Construction Budget set out in Schedule 6 and a draft Operating Budget in form and substance satisfactory to the Lender.

8 Security

(a) Guarantee

(i) Verification of Guarantee by the Head of Village;

(ii) Registration of the Guarantee with the Notary Office; and

9 Stamp duty

Affixing of stamp duty on this Agreement and Security Documents as required under the laws of PRC or the Myanmar (as the case may be).

10 Other documents and evidence

(a) Evidence that all stamp duties and registration fees payable in respect of the Transaction Documents have been paid.

[Schedule 2]
Utilisation Request

From: U Energy Thaketa Power Company Limited as Borrower

To:

Copy:

Dated:

Dear Sirs

[Co., Ltd] – US$ [●] Facility Agreement
dated [__________] (the "Agreement")

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

(v) We wish to borrow the Loan on the following terms:

Proposed Utilisation Date:	[ ] (or, if that is not a Business Day, the next Business Day)
Currency and Amount:	US$[ ]

(vi) We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

(vii) The proceeds of this Loan shall be credited to [*specify account number and bank details of the relevant account].* This Utilisation Request is irrevocable.

Yours faithfully

…………………………………
authorised signatory for
Co., Ltd

[Schedule 3]

Timetables

"D" - refers to the number of Business Days before the Utilisation Date/the first day of the relevant Interest Period.

Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))	D - [10] 10:00 a.m.
is fixed	Quotation Day 11:00 a.m.

[Schedule 4]
Form of Receipt

[*Date*]

To:

[address]

Re: Facility Agreement dated []

Dear Sirs

We refer to the above-captioned Facility Agreement and Utilisation Request dated [] which we sent to you.

We hereby acknowledge that we, on [•], received an advance in the amount of [•] pursuant to the Utilisation Request mentioned above.

Terms defined in the Facility Agreement have the same meanings herein.

Yours faithfully

Co., Ltd.

____

Schedule 5-Loan Repayment Schedule

Unit:1000 USD

Year	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**
long-term loan	$0	$39,392	$89,282	$89,282	$82,434	$75,024	$67,624	$60,224	$52,824	$45,424	$38,024	$30,624	$23,224	$15,824	$8,424
interest incl.WHT	$0	$455	$3,917	$7,878	$7,274	$6,620	$5,967	$5,314	$4,661	$4,008	$3,355	$2,702	$2,049	$1,396	$743
loan principal repayable				$6,847	$7,411	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$7,400	$8,424
interest expenditure				$6,696	$6,183	$5,627	$5,072	$4,517	$3,962	$3,407	$2,852	$2,297	$1,742	$1,187	$632
with holding tax				$1,182	$1,091	$993	$895	$797	$699	$601	$503	$405	$307	$209	$111
loan with interest repayable				$14,725	$14,685	$14,020	$13,367	$12,714	$12,061	$11,408	$10,755	$10,102	$9,449	$8,796	$9,167

Schedule 6-Insurance Payment Schedule

Insurance Rate: 1.25%

Unit: 1000USD

Year	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**	**22**
net value of fix asset				$125,672	$119,388	$113,105	$106,821	$100,537	$94,254	$87,970	$81,687	$75,403	$69,119	$62,836	$56,552	$50,269	$43,985	$37,702	$31,418	$25,134	$18,851	$12,567	$6,284
Insurance payment				$1,571	$1,492	$1,414	$1,335	$1,257	$1,178	$1,100	$1,021	$943	$864	$785	$707	$628	$550	$471	$393	$314	$236	$157	$79

Schedule 7-Static Budget Schedule

Thaketa Combined Cycle Power Plant Project Static Budget Schedule	
Item	**Budget**
1M&E Equipment	**81,388,650**
1.1Thermal System	53,378,796
1.2Water Treatment System	3,701,265
1.3Water Supply System	4,104,661
1.4Electric System	13,104,902
1.5I&C System	4,196,649
1.6Auxiliary System	1,417,543
1.7 AC etc.(Others)	1,484,833
2.Design	**1,345,500**
3.Civil	**13,620,160**
4.Erection	**3,961,385**
EPC with tax Total	**100,315,695**
OTHERS	
5.Gas Pipe Line Construction 2km	**1,365,000**
6.Water Pipe Line Construction1.4km	**1,627,500**
7.150MVA MT & Transmission Construction	**1,890,000**
8.Mobilization of Operation team	**1,000,000**
9.Resettlement fee	**1,200,000**
10.OE/Supervision	**2,000,000**
11.Insurance	**800,000**
12.Employer Over Head	**2,050,000**
13.Sino Sure Fee	**1,993,690**
14.Contingency	**4,245,500**
15.Previous Cost	**2,812,615**
Total Static Investment	**121,300,000**

In witness whereof this Agreement has been executed on the date first stated above.

Signatories

THE BORROWER

U Energy Thaketa Company Limited

Address: 35# Pyay Road, 7Quarter, Mayangone Township , Yangon Region, Myanmar

Fax No:

Attention:

By:

THE LENDER

UREC Energy International Limited

Address: UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong

Attention:

By:

ENERGY THAKETA POWER CO., LTD

No.35, Pyay Road, 7 Quarter, Mayangone Township, Yangon, Myanmar.

သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှု နှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ရုံး အမှတ်(၃၂)၊ နေပြည်တော်

ရက်စွဲ။ ။ .၀၄. ၂၀၁၆

အကြောင်းအရာ။ ။ <u>ပုံ(၆၊ ၂၆) မှတ်ပုံတင်ရန် ပေးပို့ခြင်း။</u>

ကျွန်တော်များ ကုမ္ပဏီ U ENERGY THAKETA POWER CO., LTD.သည် မှတ်ပုံတင် အမှတ် (7JV / 2015-2016) ရက်စွဲ (15th, January, 2016) သည် ဒါရိုက်တာ အဖွဲ့၏အစည်းအဝေး ဆုံးဖြတ်ချက် အရ အစုရှယ်ယာများ ခွဲဝေ ရောင်းချခြင်း ပုံစံ (၆) နှင့် ဒါရိုက်တာ အဖွဲ့ဝင်များအသစ်ခန့် အပ်ခြင်းပုံစံ (၂၆) တို့တွင် လိုအပ်သည် များဖြည့်စွက်လျက် အစည်းအဝေး မှတ်တမ်းနှင့် အတူ မှတ်ပုံတင်ရန် ပေးပို့တင်ပြအပ်ပါသည်။

ကျသင့်သည့် မှတ်ပုံတင်ကြေး များကိုလည်း ပေးသွင်းပြီးဖြစ်ပါသည်။

လေးစားစွာဖြင့်

聯合能源國際有限公司
UREC ENERGY INTERNATIONAL CO.,LTD

3rd June 2015

To:
Union Minister
Ministry of Electric Power
Office Building No. 27, Nay Pyi Taw, Myanmar.

Subject: **Request to assist in obtaining Investment Permit from the Myanmar Investment Commission for carrying out generation of electric power from gas turbine for Phase I in the Republic of the Union of Myanmar according to Foreign Investment Law**

Dear Sirs,

We have the honor to submit the proposal to set up foreign joint venture company under the name of **U Energy Thaketa Power Company Limited** in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out generation of electric power from gas turbine for Phase I at Thaketa Township, Yangon Region, Republic of the Union of Myanmar.

With full confidence that our investment in the Republic of the Union of Myanmar will benefit the people of the Republic of the Union of Myanmar and the nation, we submit the following supporting documents along with the Investment Proposal:

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft of Power Purchase Agreement (PPA);
3. Draft of Joint Venture Agreement;
4. Draft of Lease Agreement for leasing land at Thaketa Township, Yangon Region, the Republic of the Union of Myanmar;
5. References of Business and Financial Standing;
6. Draft of Memorandum of Association and Articles of Association;
7. Draft of Concession Rights;
8. Financial Model.

175 BEIJING ROAD YUNNAN FOREIGN TRADE BUILDING Kunming Yunnan P. R. China
TEL：+86-871-63164879 FAX：+86-871-63136829
Site：www.urec.com.cn P.C：650011

We would like to request you to kindly assist us in obtaining the Investment Permit from Myanmar Investment Commission, by forwarding this application with your covering letter.

Thank you for your kind assistance and co-operation.

Yours truly,

Mr. Guan Yukun

Promoter of the Proposal

Global Power Projects

The Global Power Projects team is made up of a core group of leading technical and business experts from GE who use cross-company resources to help you solve your most difficult challenges. Our team can help you with your renewables application issues, and we also can perform grid code testing of power generation equipment and sub-synchronous torsional interaction analysis and risk mitigation. Additionally, we have expertise in power system stabilizer application issues as well as utility IT and grid modernization projects.

Renewables application issues

As renewable energy penetration grows, so do the complexities of integrating those renewables into the bulk power grid. Evolving technical and regulatory requirements around volt/var and power frequency dynamic performance and modeling make it necessary to thoroughly analyze and test wind and solar plants to help ensure they are properly designed and tuned.

The Global Power Projects team offers a package of studies and services to evaluate the electrical design and performance of wind and solar plants for a more robust grid connection that meets local codes and technical regulations. Interconnection of these plants requires special considerations, such as:

- Properly coordinating wind turbine/solar inverter and plant active and reactive power controls
- Understanding and modeling transient, dynamic and short circuit behavior of renewable generation
- Coordinating plant controls and protection

We use advanced tools, including proprietary GE software, and have extensive wind plant study experience to address these special considerations.

Benefits of the design review study

The renewable plant owner and developer benefit from this design review study package by:

- Receiving verification of plant design capabilities to meet the interconnection code
- Identifying potential concerns and getting remedial recommendations early in the requisition phase
- Obtaining report documentation to help satisfy grid operator requirements for interconnection as well as coordinated protection and control settings for the plant



If needed, you may choose to obtain plant-specific tuning, testing, and model verification of the in-service plant. Additionally, you may select special analyses to solve complex technical issues, such as multi-plant voltage regulator coordination, weak system interconnection, and evaluation of sub-synchronous control interaction or advanced dynamic modeling to meet specific regulatory requirements or overcome technical challenges.

Grid code compliance testing

Recent power system disruptions have prompted regulating agencies to more closely examine generating units' capabilities for dynamic support from a frequency and voltage/reactive power control perspective. These same realities have raised significant interest in the models of generation equipment that are used in power system planning and analysis. This has led to requirements that generating units be tested to confirm proper dynamic performance of their controls, and to update the associated dynamic model data. Testing for these purposes is now recognized as practical, having minimal intrusion on plant operations and yielding significant benefits to generating plants and to the interconnected grid.

We execute power plant dynamic performance tests, and our team of engineers has more than 100 person-years of experience in performing tests and analysis for all segments of the power generation industry. In fact, we've supported tests on nearly 1,000 generating units and renewable plants around the world, ranging in size from small diesel generating sets to large nuclear steam turbines.

Benefits of grid code compliance testing

This testing provides the industry with accurate models for use in interconnected system simulation studies, as well as practical demonstration of the units' dynamic capabilities. Our efficient execution of these tests and subsequent analyses help ensure that you secure expedient interconnection approval and remain connected to the local grid.

Turbine-generator sub-synchronous torsional interaction risk analysis, mitigation, and testing

Turbine-generators can be subject to electrical environments that react with turbine-generator shafts to produce torsional vibrations at natural frequencies. These vibrations cause cumulative fatigue damage when they exceed material fatigue limits and result in reduced component life for such parts as shafts, buckets (blades), retaining rings, and rotors. In some severe cases these adverse interactions have led to growing oscillations and damage, including twisted couplings and broken shafts.

Since the early 1970s, GE has pioneered the analysis and mitigation of torsional problems, and has offered protective relays and monitoring equipment to address these problem areas. Our current generation of torsional protection and monitoring products builds on GE's extensive experience and features digital processors, built-in monitoring, and higher reliability.

The Torsional Stress Relay (TSR) is a digital protective relay designed to continuously monitor the turbine-generator's shaft for torsional oscillations, and provide trip output contacts when shaft fatigue reaches predetermined levels. Torsional event data capture is also provided. The TSR is an updated digital version of GE's proven SMF relay, which has been applied successfully since 1976 to many turbine-generators that are exposed to risks of harmful torsional interactions.

Benefits of GE's analysis

The Global Power Projects team can evaluate and recommend protection and/or mitigation solutions for those applications at risk of sub-synchronous torsional interaction. Additionally, we have expertise in testing generator applications for sub-synchronous interaction, and we can support commissioning of mitigation solutions.

Power system stabilizer design, tuning, and testing

Excitation systems with high gain and fast response times greatly aid transient stability (synchronizing torque) but at the same time tend to reduce small signal stability (damping torque). The objective of the power system stabilizer (PSS) control is to provide a positive contribution to damping of the generator rotor angle swings, which are in a broad range of frequencies in the power system. These range from low frequency intertie modes (typically 0.1 – 1.0 Hz) to local modes (typically 1 – 2 Hz) to intra-plant modes (about 2 – 3 Hz).

PSS performance is often evaluated from the damping of the “local mode,” with the generator swinging against the rest of the power system. This mode is usually at frequencies between 1 and 3 Hz. Stronger system ties and lighter loading tend to give higher local mode frequencies, and weaker ties and heavier loading tend to give lower local mode frequencies. The PSS must be designed to accommodate a wide range of system conditions that can result from different operating situations, such as out-of-service lines or varying load levels.

Proper application and tuning of the PSS require a system study to identify the best practical performance. The use of small-signal frequency-domain techniques has proved to be very effective in these studies, and the Global Power Projects team has developed simulation tools for these types of studies.

In addition to the damping of the low frequency modes, which are of primary importance, the PSS can also introduce undesirable effects at the characteristic modes of the turbine-generator mechanical torsional system. GE's position is that such interaction must be strictly limited for any applications involving GE turbine-generator designs. Filters to reduce torsional signal levels are found in GE's PSS designs, and the settings for the filters are determined from screening studies.

For more information visit us online at
www.ge-energyconsulting.com

GEA30587 (04/2013)

U Energy Thaketa Power Co., Ltd
List of local personnel and foreign technicians
Expressed in US$

Annex - 8

Sr. No.	Designation	Year 1			Year 2			Year 3			Year 4			Year 5		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800
2	Manager	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400
3	Technican	30	1,345	484,200	30	1,345	484,200	30	1,345	484,200	25	1,345	403,500	25	1,345	403,500
Sub total		35	5,045	593,400	35	5,045	593,400	35	5,045	593,400	30	5,045	512,700	30	5,045	512,700
	Local Personnel															
8	Office Staff	4	250	12,000	4	250	12,000	4	250	12,000	5	400	24,000	5	400	24,000
9	Skilled workers	3	400	14,400	3	400	14,400	3	400	14,400	4	500	24,000	4	500	24,000
10	Semi-skilled	10	300	36,000	10	300	36,000	10	300	36,000	11	609	80,340	11	609	80,340
11	Unskilled workers					-										
12	Driver	4	210	10,080	4	210	10,080	4	210	10,080	5	300	18,000	5	300	18,000
13	Security Staff & Cleaner	4	170	8,160	4	170	8,160	4	170	8,160	5	250	15,000	5	250	15,000
Sub total		25	1,330	80,640	25	1,330	80,640	25	1,330	80,640	30	2,059	161,340	30	2,059	161,340
Grand total		**60**	**6,375**	**674,040**	**60**	**6,375**	**674,040**	**60**	**6,375**	**674,040**	**60**	**7,104**	**674,040**	**60**	**7,104**	**674,040**

Sr. No.	Designation	Year 6			Year 7			Year 8			Year 9			Year 10		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel															
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers															
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

Sr. No.	Designation	Year 11			Year 12			Year 13			Year 14			Year 15		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel															
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers															
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

Sr. No.	Designation	Year 16			Year 17			Year 18			Year 19			Year 20		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel															
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers															
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

U Energy Thaketa Power Co., Ltd
List of local personnel and foreign technicians
Expressed in US$

Annex - 8

Sr. No.	Designation	Year 21			Year 22			Year 23			Year24			Year25		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel															
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers															
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

Sr. No.	Designation	Year 26			Year 27			Year 28			Year 29			Year 30		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician															
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel															
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers															
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

U Energy Thaketa Power Co., Ltd
List of local personnel and foreign technicians
Expressed in US$

Annex - 8

Sr. No.	Designation	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7			Year 8			Year 9			Year 10		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician																														
1	General Manager	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800	1	1,900	22,800	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400	4	1,800	86,400	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	30	1,345	484,200	30	1,345	484,200	30	1,345	484,200	25	1,345	403,500	25	1,345	403,500	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		35	5,045	593,400	35	5,045	593,400	35	5,045	593,400	30	5,045	512,700	30	5,045	512,700	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel																														
8	Office Staff	4	250	12,000	4	250	12,000	4	250	12,000	5	400	24,000	5	400	24,000	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	3	400	14,400	3	400	14,400	3	400	14,400	4	500	24,000	4	500	24,000	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	10	300	36,000	10	300	36,000	10	300	36,000	11	609	80,340	11	609	80,340	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers					-																									
12	Driver	4	210	10,080	4	210	10,080	4	210	10,080	5	300	18,000	5	300	18,000	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	170	8,160	4	170	8,160	4	170	8,160	5	250	15,000	5	250	15,000	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		25	1,330	80,640	25	1,330	80,640	25	1,330	80,640	30	2,059	161,340	30	2,059	161,340	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**6,375**	**674,040**	**60**	**6,375**	**674,040**	**60**	**6,375**	**674,040**	**60**	**7,104**	**674,040**	**60**	**7,104**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

Sr. No.	Designation	Year 11			Year 12			Year 13			Year 14			Year 15			Year 16			Year 17			Year 18			Year 19			Year 20		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician																														
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel																														
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers																														
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

U Energy Thaketa Power Co., Ltd
List of local personnel and foreign technicians
Expressed in US$

Annex - 8

Sr. No.	Designation	Year 21			Year 22			Year 23			Year24			Year25			Year 26			Year 27			Year 28			Year 29			Year 30		
		No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary	No. of person	Salary per month	Annual salary
	Foreign Technician																														
1	General Manager	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000	1	3,000	36,000
2	Manager	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000	4	2,500	120,000
3	Technican	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000	10	2,000	240,000
Sub total		15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000	15	7,500	396,000
	Local Personnel																														
8	Office Staff	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600	9	450	48,600
9	Skilled workers	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040	8	615	59,040
10	Semi-skilled	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000	20	550	132,000
11	Unskilled workers																														
12	Driver	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
13	Security Staff & Cleaner	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200	4	400	19,200
Sub total		45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040	45	2,415	278,040
Grand total		**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**	**60**	**9,915**	**674,040**

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊ ၂(၅)၁၄-၁၀၃/နပတ(၇၆၄)

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ်၊ ဇူလိုင်လ ၂၈ ရက်

အကြောင်းအရာ။ **ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း အသစ်တည်ဆောက်မည့် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် UREC ကုမ္ပဏီနှင့် ချုပ်ဆိုမည့် မြေငှားစာချုပ်(မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည်ညွှန်းချက်။
(၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂၆-၆-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၁လစ (DEPP) (၉၂၀၉)/ ၂၀၁၅

(၂) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂-၆-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၁လစ (DEPP) (၇၈၁၇)/ ၂၀၁၅

(၃) ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ ၁၀-၇-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၂(၅)၁၄-၁၀၃/နပတ(၆၆၁)

၁။ မြန်မာ့လျှပ်စစ်စွမ်းအားလုပ်ငန်းနှင့် UREC ကုမ္ပဏီတို့အကြား ရန်ကုန်တိုင်းဒေသကြီး၊ သာကေတဓာတ်အားပေးစက်ရုံဝင်းအတွင်း အသစ်တည်ဆောက်မည့် သဘာဝဓာတ်ငွေ့နှင့် စွန့်ပစ်အပူသုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် ချုပ်ဆိုမည့် မြေငှားစာချုပ်(မူကြမ်း)အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်(၁)ပါစာဖြင့် မေတ္တာရပ်ခံလာခြင်းဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်(၁)ပါစာနှင့်အတူ ပေးပို့လာသော စာချုပ်(မူကြမ်း)နှင့်စပ်လျဉ်း၍ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ ရည်ညွှန်းချက်(၂)ပါစာဖြင့် မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်း (MEPE) နှင့် UREC ကုမ္ပဏီတို့အကြား နှစ်ဖက်ညှိနှိုင်းထားသည့် ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် (PPA)

Acer/UKLB/ UREC Company (28.7.2015)

အပေါ် ဥပဒေကြောင်းအရ စိစစ်ပေးပါရန် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးသို့ သဘောထားမှတ်ချက် တောင်းခံခဲ့ပါသည်။ အဆိုပါ PPA စာချုပ်ပါ Schedule 24 တွင် Land Lease Agreement (မူကြမ်း)အား ထည့်သွင်းဖော်ပြထားသဖြင့် Land Lease Agreement စာချုပ်(မူကြမ်း)နှင့်စပ်လျဉ်း၍ ၎င်းရုံး၏ ရည်ညွှန်းချက်(၃)ပါ စာဖြင့် အကြံပြုပြန်ကြားခဲ့ပါသည်။

၃။ သို့ဖြစ်ပါ၍ ရည်ညွှန်းချက်(၁)ပါစာနှင့်အတူ ပေးပို့လာသော စာချုပ်(မူကြမ်း)အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပြီးဖြစ်ပါကြောင်း အကြောင်းကြားအပ်ပါသည်။

(ကျော်ဆန်း)

ညွှန်ကြားရေးမှူးချုပ်

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

မိတ္တူ - ရုံးလက်ခံ / မျှောစာတွဲ

GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF ELECTRICITY AND ENERGY
ELECTRIC POWER GENERATION ENTERPRISE
Phone: +95-67-8104282 E-mail: gtceoffice@gmail.com Fax: +95-67-8104280

Letter No. 3500 /TPD(UREC)/2016
Dated . 2 . 6 . 2016

To

Mr. Guan Yukun
Chairman
U-Energy Thaketa Power Co., Ltd

Subject **Change of Organization for PPA Contract of 106 MW Combined Cycle Power Plant at Thaketa Yangon**

Ref: Power Purchased Agreement between Myanma Electric Power Enterprise and U-Energy Thaketa Power Co., Ltd dated 20.3.2016

Dear Sir,

We would like to inform you that Myanma Electric Power Enterprise, Ministry of Electric Power has changed to Electric Power Generation Enterprise (EPGE), Ministry of Electricity and Energy from April 1, 2016.

According to the contract, EPGE shall be successors and permitted assigns represented by U Khin Maung Win, Managing Director of Electric Power Generation Enterprise.
All material obligations under PPA shall be responsible and executed by EPGE.

With Best Regards,

2.6.2016

For Managing Director
Than Naing Oo
Chief Engineer
Thermal Power Department

LAND LEASE AGREEMENT

BETWEEN

MINISTRY OF ELECTRIC POWER
MYANMA ELECTRIC POWER ENTERPRISE
(THE LESSOR)

AND

U-ENERGY THAKETA POWER COMPANY LIMITED
(THE LESSEE)

FOR

106MW COMBINED CYCLE POWER PLANT

AT
THAKETA YANGON

March,2016

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "**Agreement**") is entered into on this day of March, 2016, by and between.

MYANMA ELECTRIC POWER ENTERPRISE (hereinafter referred to as "**MEPE**") under the Ministry of Electric Power (hereinafter referred to "**MOEP**") organised and existing under the laws of the Republic of the Union of Myanmar having its office at office building, No. 27, Nay Pyi Taw, the Republic of the Union

of Myanmar (hereinafter referred to as the "**Lessor**" which shall include its successors and permitted assigned) of the one part, and

U-ENERGY THAKETA POWER COMPANY LIMITED(hereinafter referred to as "**UETP**") a joint-venture corporation incorporated between UREC Energy International Co.,LTD and Department of Electric Power Planning of Ministry of Electric Power and a company to be established under the laws of the Republic of the Union of Myanmar and having its registered office at No.35, Pyay Road, 7 quarter, Mayangone Township, Yangon, the Republic of the Union of Myanmar (hereinafter referred to as "**Lessee**" which shall include its legal representatives, successors and permitted assigns) of the other part.

Upon signature of this Agreement by representatives of MEPE and UETP, this Agreement shall come into force with immediate effect.

In this Agreement, the Lessor and the Lessee are hereinafter referred to individually as the **"Party"** and collectively as the **"Parties".**

WHEREAS:

(A) MEPE and the Lessee have entered into a power purchase agreement on 20th March, 2016 (hereinafter referred to as the "**PPA**") whereby the Lessee agreed to construct on the Land (defined herein) a 106 MW gas-fired combine cycle power plant (hereinafter referred to as the "**Power Plant**").

(B) The Lessor is the owner of a plot of land in Thaketa Township, Yangon. The Lessor intends to sub-lease a total area of 40,975.353 *(forty thousand nine hundred and seventy-five point three five three)* Square Meters to the Lessee, (hereinafter referred to as **"the Land"**)as described in the photocopies of the land title documents attached hereto as **Attachment 1** and deemed as a part hereof.

(C) The Lessor wishes to lease the Land to the Lessee and the Lessee wishes to lease the Land from the Lessor for a term of thirty (30) years from the Commercial Operation Date (as defined in the PPA) of the first unit of the Power Plant (hereinafter referred to as the "**Lease Term**").

(D) **DEPARTMENT OF ELECTRIC POWER PLANNING**(hereinafter referred to as "**DEPP**", which shall mean and include its successors and permitted assigns), under the Ministry of Electric Power of the Government of The Republic of the Union of Myanmar (hereinafter referred to as "MOEP"), a government department under the laws of The Republic of the Union of

Myanmar and having its administrative office at Office Building No. 27, Nay Pyi Taw, The Republic of the Union of Myanmar of the ONE PART, and DEPP, on behalf of Government of Myanmar (GOM), would be the successor and having the right to use the captioned land.

NOW THEREFO RE, the Parties hereby agree as follows:

1. PURPOSE OF LEASE

The Lessee shall use and have the benefit of the Land for the purpose of constructing the Power Plant and related facilities to produce and sell electricity to the Lessor in accordance with the PPA. The Lessor agrees that only the Power Plant and related facilities shall be built on the Land.

WARRANTY AND REPRESENTATION

Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, powers, sound financial standing and authority to enter into this Agreement.

MODIFICATION OF THE AGREEMENT

In the event that any situation or condition arises due to circumstances not envisage in this Agreement and it warrants amendment to this Agreement, the parties shall negotiate and make the necessary amendments.

RETRANSFER OF THE LAND

At the expiry of the term of agreement or termination of agreement , the Lessee shall transfer the land to the Lessor within three (3) months in good condition, and without any consideration , on the handover of the facility when the Term of PPA expires.

CONDITION PRECEDENT

This Agreement is conditional upon receipt of all requisite approval from the relevant authorities of the Republic of the Union of Myanmar.

PROTECTION OF ENVIRONMENT

The Lessee shall be responsible for the protection and preservation of the environment in and around the Land and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to take environmental protections in accordance with the laws, rules and regulations of the Republic of the Union of Myanmar.

2. RENT AND PAYMENT

2.1 The rental rate for the Lease Term is One US Dollar (USD 1) per square meter per year (hereinafter called the **"Rental Rate"**). The total annual payment by Lessee shall be United States Dollars *Forty thousand nine hundred and seventy six only* (USD40, 976).

2.2 Payment of the annual rental for the Land calculated at the Rental Rate shall commence from the Commercial Operation Date of Power Plant until end of Lease Term.

2.3 The first payment for annual rental shall be made by the Lessee to the Lessor within thirty (30) days from the Commercial Operation Date of the Power Plant. Thereafter the annual rental payment shall be made within thirty (30) days from each anniversary date of the Commercial Operation Date of the first unit of the Power Plant.

2.4 If the Lessee delays in the payment of the annual rental, the Lessee shall pay a penalty of 0.02% per day on the outstanding rental until full payment thereof.

3. LEASE TERM

The term of this Lease shall be a period of thirty (30) years from the Commercial Operation Date (as defined in the PPA) of the Power Plant, unless otherwise extended or terminated in accordance with the provisions of the PPA.

4. LEASE REGISTRATION

4.1 The Parties shall mutually arrange and complete the registration of the Lease at the relevant government authority within thirty (30) days of signing of this Agreement.

4.2 All taxes duties and fees including but not limited to any and all expenses incurred in relation to the registration of this Lease shall be borne by the lessee, and any renewal thereof shall be borne solely by the lessee.

4.3 Each Party shall bear the relevant tax respectively in accordance with the Law of the Union of Myanmar.

5. THE LESSEE'S COVENANTS

Throughout the Lease Term, the Lessee hereby covenants with the Lessor as follows:

5.1 To use and occupy the Land for the purposes set out in Clause 1, no other businesses shall be carried out on the Land other than those set out in Clause 1.

5.2 Not to use, nor permit the use of, the Land or any part thereof for any illegal or immoral purposes.

5.3 The Land should not be partially or wholly subleased, assigned or transferred to any person without any prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6. THE LESSOR'S COVENANTS

Throughout the Lease Term the Lessor hereby irrevocably and unconditionally represents and covenants with the Lessee as follows:

6.1 That the Lessor has the right, without any restriction, to lease the Land to the Lessee.

6.2 That the Lessee shall have the right, with prior consent of the Lessor, to make changes on the landscape, to erect, construct or build any buildings or the Power Plant and related facilities or other structures, upon or under the Land, to dig excavate or fill and plant or grow any trees or other plantations, upon or under the Land. The Lessor shall unconditionally co-operate with the Lessee in applying for all necessary construction or other permits that may be required.

6.3 That the Land has access to the public road whether directly or through a private road, and that the Lessee is entitled at all times to use such access and enjoy the use of the Land free of charge, and further that the access will be certified on registration of this Lease.

7. TERMINATION AND DEFAULT

Further to Clause 3, this Agreement shall be terminated if the Lessee fail to follow the covenants set out in this contract. And if the Lessee fails to construct the Power Plant in accordance with the PPA or if the PPA is terminated, then either Party can terminate this Agreement accordingly without any further liability whatsoever under this Agreement by giving to the other Party at least one (1) year's written notice after the conclusion of all negotiations or arbitrations.

Upon termination of this Agreement, the Lessee shall be entitled to remove and relocate the Power Plant including all the alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings which are constructed or installed by the Lessee on the Land.

MINERAL RESOURCES AND TREASURE

Any mineral resources, treasures, gems and other natural resources discovered unexpectedly from in or under the Land leased hereunder during the Lease Term shall be the property of Government of the Republic of the Union of Myanmar who shall be at liberty to excavate the aforesaid at anytime.

8. RIGHT OF RE-ENTRY

If the Lessee in any substantial respect fails to perform or observe the terms and conditions of this Agreement and fails to rectify such non-conformance or non-observance within three (3) months after the notice in writing from the lessor of such default, the Lessor shall be at liberty to re-enter upon and take possession of the Land or any part thereof and this Agreement shall there upon determine and terminate.

Provided that such right of re-entry shall not prejudice any right or action of the Lessor for the recovery of money from the Lessee by way of rent or compensation for damages.

9. NOTICES

Any notice or communication, written in English, to be served to the other Party shall be made to the respective address as set out below by registered mail, which shall be deemed to have been received by the other Party on the date the mail reaches the other Party or is expected to reach the other Party.

If either the Lessee or Lessor changes address, the Party that changes address shall notify the other Party within thirty (30) days after the date of the change.

Lessor

Name:	U Htein Lwin
Position:	Managing Director
Company:	Myanma Electric Power Enterprise Ministry of Electric Power
Address:	Building No.27, Ministry of Electric Power, Nay Pyi Taw, The Republic of the Union of Myanmar
Phone:	+95 (067) 410202
Email:	mepemd@mepe.gov.mm

Lessee U-ENERGY THAKETA POWER COMPANY LIMITED)

Name:	Guan Yukun
Position:	Chairman
Company:	U-ENERGY THAKETA POWER COMPANY LIMITED
Address:	No.35, Pyay Road, 7 quarter, Mayangone Township, Yangon
Phone:	+95 01653402 Fax:+95 01660447
Email:	travis1256@hotmail.com

10. LANGUAGE

This Agreement is made in the English language, which shall prevail over any other languages (including the Myanmar language) into which this Agreement may be translated.

11. ARBITRATION

11.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this Agreement through good faith discussions and negotiations between the parties which shall be conducted in English language.

11.2 Any dispute not otherwise resolved amicably as per the foregoing, and arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach, or termination, shall

be referred to and finally resolved by arbitration in Nay Pyi Taw, Myanmar, under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules (hereinafter referred to as **"UNCITRAL Arbitration Rules"**)for the time being in force, which UNCITRAL Arbitration Rules are deemed to be incorporated by reference in this Clause11.2.

11.3 The arbitration tribunal shall consist of three (3) arbitrators. Each Party shall be entitled to appoint one arbitrator who shall then jointly appoint the third arbitrator. The language of the arbitration shall be English.

12. WAIVER OF IMMUNITY

The Lessor hereby unconditionally and irrevocably agrees that should any proceedings be brought against it or its assets in relation to this Agreement or any transactions contemplated by this Agreement, no immunity (sovereign or otherwise) from such proceedings shall, to the extent that it would otherwise be entitled to do so under the law, be claimed by or on behalf of itself or with respect to its assets.

13. FORCE MAJEURE

13.1 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform it duties or accept performance by the other party under this Agreement, it is agreed that the affected party shall give written notice to the other party within fourteen (14) days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure shall with the approval of the other party, be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable despatch. Neither party shall be responsible for delay damage or loss caused by Force Majeure.

13.2 The term "Force Majeure" as employed herein shall mean act of god, restraint of a government, strikes, lockout, industrial disturbances, explosion, fire, floods, earthquakes, storms, lightning and every any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

14. GOVERNING LAW

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar and the parties hereby submit to the jurisdictions of the relevant court of Myanmar and all courts competent to hear appears therefrom.

In Witness Whereof, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For and on behalf of Lessor

U Htein Lwin
Managing Director
Myanma Electric Power Enterprise

For and on behalf of Lessee

Mr. Guan Yukun
Chairman
U-Energy Thaketa Power Co,.LTD

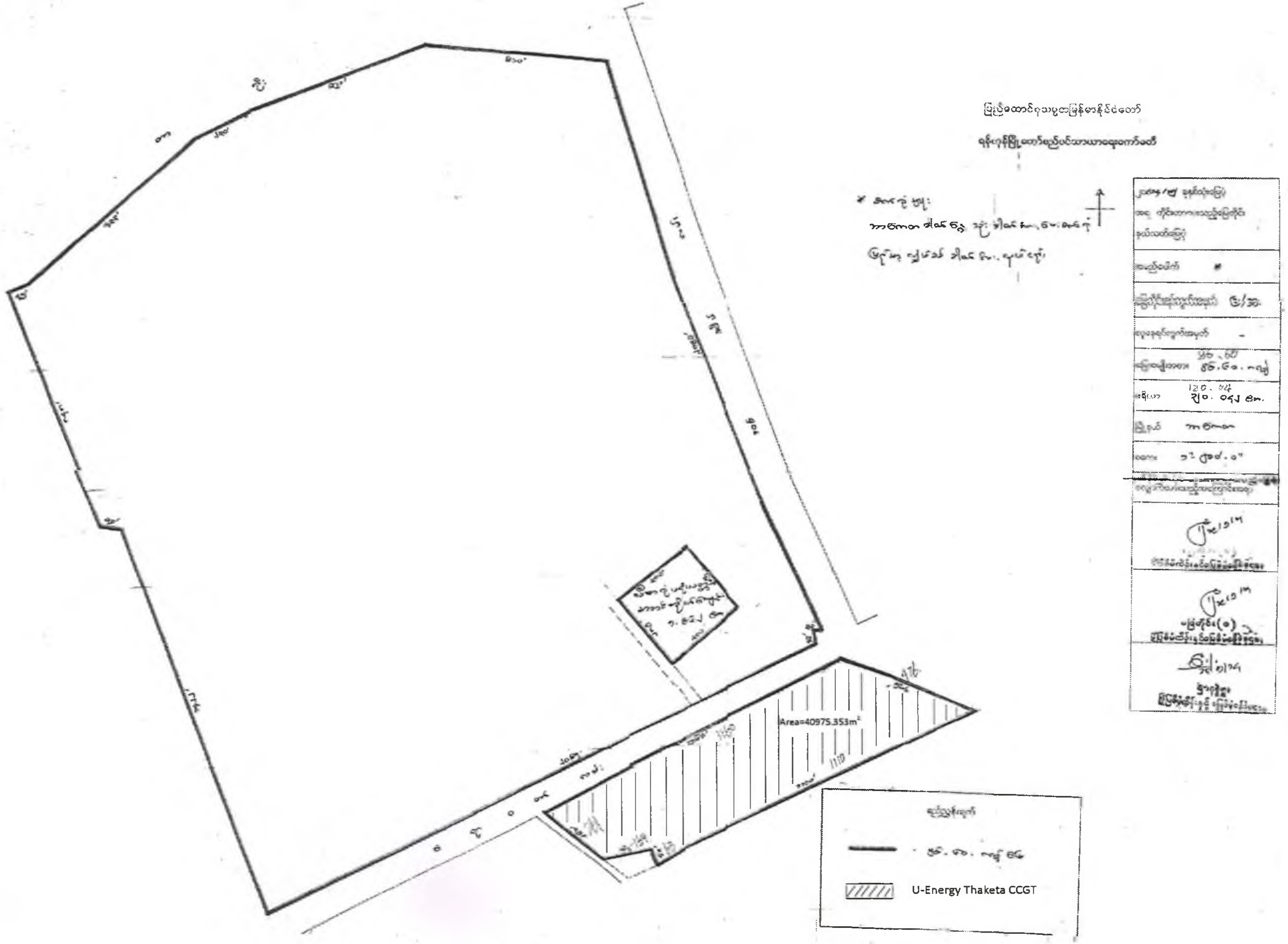
Witnessed by

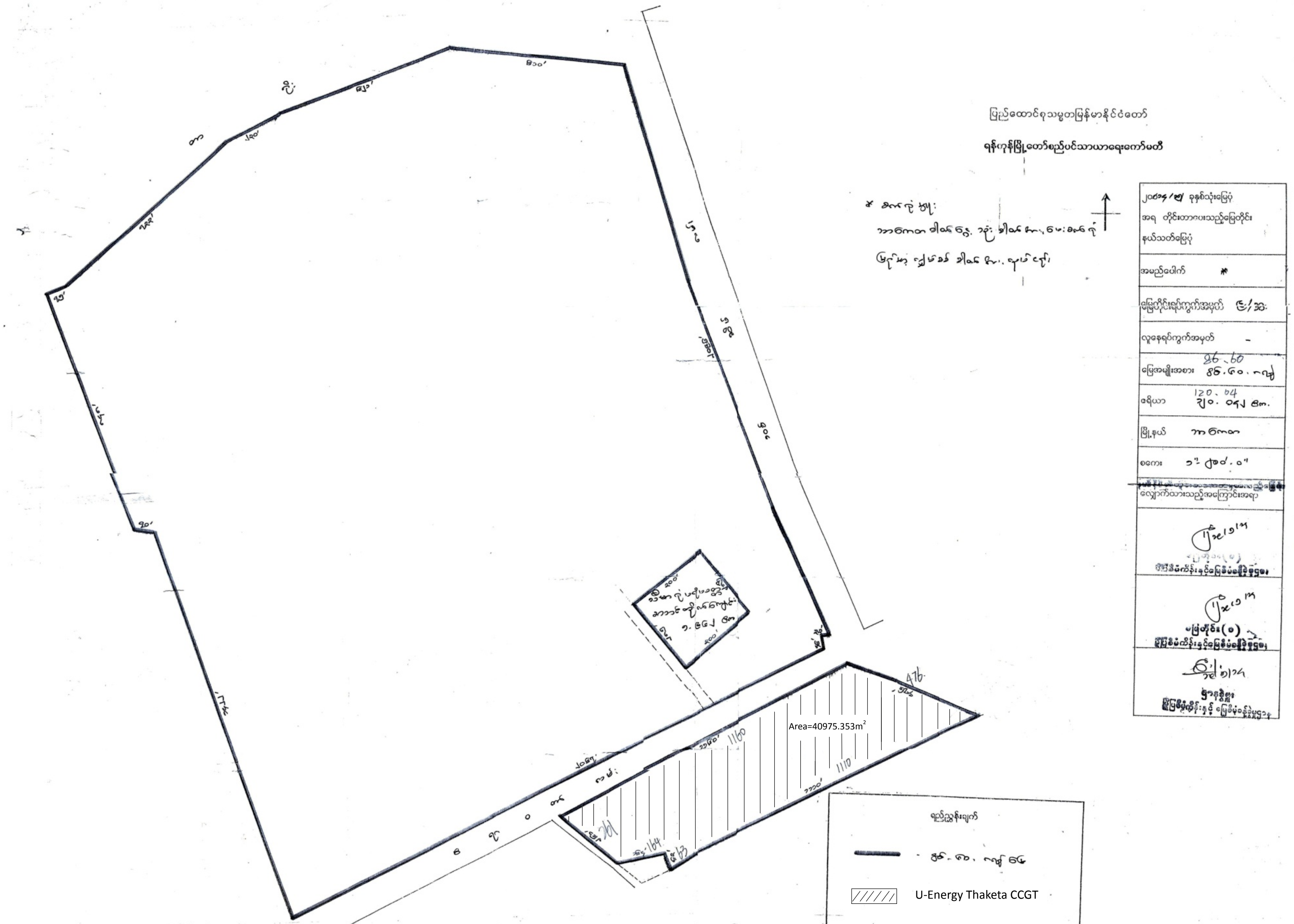
Daw ZawZawThan
General Manager (Finance)
Myanma Electric Power Enterprise

Mr. Chen Wei
Director of Board
U-Energy Thaketa Power Co,.LTD

Mr. U Win Myint
Chief Engineer
Thermal Power Department
Myanma Electric Power Enterprise

Mr. Dong Fan
Managing Director
U-Energy Thaketa Power Co,.LTD


ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ
Area=40975.353m²
U-Energy Thaketa CCGT


ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
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Area=40975.353m2
ရှင်းလင်းချက်
U-Energy Thaketa CCGT

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF ELECTRIC POWER
DEPARTMENT OF ELECTRIC POWER

AND

UREC ENERGY INTERNATIONAL LIMITED
THE PEOPLE'S REPUBLIC OF CHINA

FOR

BUILD, OPERATE AND TRANSFER OF 500 MW COMBINED CYCLE POWER PLANT IN YANGON (THAKETA), MYANMAR

NOVEMBER, 2014

MEMORANDUM OF AGREEMENT

Between

Department of Electric Power

And

UREC Energy International Limited

For The Build, Operate and Transfer of 500 MW Combined Cycle Power Plant in Yangon (Thaketa), Myanmar

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "**MOA**") is entered into on this 14th day of November 2014 by and between:

DEPARTMENT OF ELECTRIC POWER (hereinafter referred to as "**DEP**") which shall include its successors and permitted assigns; under the Ministry of Electric Power (hereinafter referred to as "**MOEP**") of the Government of the Republic of the Union of Myanmar (hereinafter referred to as "**Myanmar**"), and UREC Energy International Limited **(UREC-EI),** which shall include its legal representatives, successors and permitted assigns.

Upon signature of this MOA by representatives of DEP and UREC-EI, this MOA shall come into force with immediate effect.

DEP which has been duly constituted under the laws of Republic of the Union of Myanmar and with its office address at Office Building No. 27 Nay Pyi Taw, Myanmar, as the first party;

UREC-EI a company organized and existing under laws of Hong Kong Special Administrative Region of the People's Repuclic of China, with it's head office at UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai,Hong Kong as the "Project Developer"or "Second Party", which is owned by Union Resources & Engineering Co.,Ltd. (UREC) organized and existing under the laws of the People's Republic of China (hereinafter referred to as "**China**"), with its head office at 175# Beijing Rd, Kunming, Yunnan, China.

DEP (First Party) and Project Developers (Second Party) shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. UREC and DEP entered into a Memorandum of Understanding dated January 2nd 2013

(the "**MOU**") in connection with a 500 MW gas-fired combined cycle power plant to be constructed and operated in the region of Thaketa, Yangon, Myanmar, in order for the MOEP of Myanmar to upgrade the base load of power generation in the region of Yangon;

B. After singing the MOU, UREC have conducted feasibility studies and environmental and social impact assessments of the Power Plant (collectively, hereinafter referred to as the "**FSR**"). The project is to be developed in two phases:

Phase I: 109MW

Phase II: 375MW

C. The Parties hereby enter into the MOA for the purpose of memorializing the general principles that have been agreed upon by the Parties and to set forth the major terms and conditions regarding the implementation of the Project. This MOA shall serve as the basis for the establishment of the Project Company (defined below) in the future, and of negotiations on other agreements related to the Project among the Parties. Project Company shall be set up immediately after getting approval of Myanmar Investment Commission.

Now, therefore, each of the parties hereby agrees as set forth below.

ARTICLE I. DEFINITION

1.1 **"Project"** shall mean 109 MW Gas Fired Combined Cycle Power Plant (Thaketa) Yangon, Myanmar Project, which falls in the development planning conducted by Project developers based on the MOU and the survey, design and construction according to below mentioned specifications, operation, management and maintenance of Power Plant, as well as its ancillary facilities.

1.2 "**Concession Rights**" shall mean the exclusive rights granted to the Project Developer for the development and utilization of the Project on a Joint Venture/ Build-Operate-Transfer (JV/BOT) basis to the Project Company pursuant to this MOA, agreed hereupon. The Concession Rights shall include, but not be limited to, the following right to:

a) Hold and dispose of the profits of the Project Company;

b) Register, operate and maintain the Project Company;

c) Plan, develop, survey, design, invest, construct, supervise, operate, maintain, and manage the Project;

d) Obtain, maintain and renew the licenses, consents, approvals and authorization necessary for the performance and operation of the Project;

e) Use of the Site and make determination on all issues relating to the Site for the purpose of implementing the Project including in relation to the ancillary facilities in accordance with the agreed upon condition of use as provided in this MOA;

f) Sell all electric generated under the Project to MOEP after deducting free power as stated in this MOA;

g) Get the sufficient, reliable quality, long-term and stable natural gas supply;

h) Use and exercise its rights in connection with its water concession rights;

i) Entrust rights and duties relating to the construction and operation of the transmission networks and the fuel gas pipelines;

j) Transport into and from the Site equipment and machinery as necessary; according to the rules and regulation allowed by the Authorities Concern.

k) Use of the roadways and highways as needed to gain ingress to and egress from the Power Plant and ancillary facilities; according to the rules and regulation allowed by the Authorities Concern.

l) Announce and distribute dividends of the Project Company.

m) Auxiliary facilities in relation to the Project, including necessary communication facilities, construction camp facilities such as project access road, concrete batching plant, metal structure workshop, fabrication shop, warehouses, camp water supply, Petroleum, Oil and Lubricant (POL) yard, and medical facilities made in accordance with the existing laws.

n) Get Tax exemption or relief of the Project Company

1.3 "**Project Company**" shall mean the independent legal entity to be registered in Myanmar in accordance with the Foreign Investment Law of Myanmar for the

purpose of the Project and the Project Company shall follow the changes in Myanmar Foreign Investment Law from time to time. The Project Company, after its establishment, shall be entitled to all Concession Rights granted under this MOA.

1.4 "**Construction Period**" shall be a period not exceeding thirty (30) months for Phase I commencing from the date of signing of this MOA excepting Force Majeure as stipulated in Article(8) of this MOA.

1.5 "**Operation Period**" shall be for a period of thirty (30) years, commencing from the date of commercial operation of the Combined Cycle Power Plant of each phase.

1.6 "**Concession Period**" shall mean the period starting from the date of signing of this MOA and until the termination of the Operation Period.

1.7 "**Project Term**" shall mean the time period starting from the signing date of MOA till the termination of Concession Period of the Project.

1.8 "**Sites**" shall mean the area prescribed for use of the Project as agreed by both parties.

ARTICLE II. GENERAL AGREEMENT

2.1 The Project Developer agree to implement the Project by participating in the survey, design, construction, operation, management and maintenance of the Power Plant and its ancillary facilities by jointly establishing a project company (the "**Project Company**") with the MOEP as an independent legal entity to be registered in Myanmar in accordance with the relevant laws of the Republic of the Union of Myanmar for the purposes of implementing the Project.

2.2 The MOEP shall grant concession rights (the "**Concession Rights**") to implement the Project on a Joint Venture/Build-Operate-Transfer (JV/BOT) basis to the Project Company pursuant to this MOA, which rights shall come into effect as of the date hereof and remain in valid effect until the end of the "**Concession Period**".

2.3 The time period for constructing the Power Plant ("**Construction Period**") shall not exceed thirty (30) months commencing from the date of this MOA except as extended by the mutual agreement of the Parties, and except further, in the case of the occurrence of Force Majeure as stipulated herein. The Power Plant of Phase I will be tried to be in commercial operation within twenty-two (22) months provided that all

the necessary negotiations to relevant contracts, agreement including but not limited to Power Purchase Agreement shall be concluded by and between the Project Developer and MOEP not later than the end of year 2014.

2.4 The Project Company will conduct commissioning and performance testing of the completed Power Plant during a period of Three (3) months (the "**Testing Period**") after the construction Period. The Parties will engage in the operation of the Power Plant for a period of thirty (30) years (the "**Concession period**") beginning from the start in commercial operation of the Power Plant.

2.5 The specifications of the Power Plant shall be as follows:

Capacity

Phase I : 109 MW combined cycle power plant

Fuel : Natural gas

Site : Thaketa, Yangon (the "Site")

The ancillary facilities include:

- The construction or expansion of 66 kV substation for Phase I, 230/66/11kV 150MVA transformer and 66 kV switch bay facility in Thaketa substation.
- The construction of the fuel gas pipeline having 14 inch in diameter and 6 miles in length and it's facilities for Phase I.

2.6 The Project Developer shall commence the negotiation of the Power Purchase Agreement (defined below) with the MOEP upon the execution of this MOA. The parties shall use their best efforts to enter into the foregoing agreements by no later than the end of year if possible.

2.7 A power purchase agreement (the "Power Purchase Agreement") with Myanmar Electric Power Enterprise (hereinafter referred to as "MEPE") under MOEP in its capacity as the purchaser (the "Power Purchaser"), pursuant to which the Project Company will sell its electric generating capacity and electric power generated by the Project Company to the Power Purchaser.

2.8 The price of the power (the "Tariff") shall be at the rate that is calculated using the financial modeling section of the FSR based on the price natural gas mentioned in the

FSR. The Tariff shall further be subject to adjustment based on changes in the price of natural gas to be supplied to the "Project Company". It shall be also subject to adjustment depending on external factors affecting returns on investment including but not limited to the rate of inflation and changes in the commercial tax rate in effect after the exemption period, increase/decrease in operating costs, foreign exchange rate fluctuations, and increase/decrease in costs and expenses resulting from changes in relevant laws. The Tariff calculated based on the fuel gas price USD 10.4/MMBTU is 13.31 cents/kWh.

2.9 The Power Purchase Agreement shall be based on a "take or pay" basis and the minimum availability shall be as per specified in the "Power Purchase Agreement".

2.10 The concession period for the Power Purchase Agreement shall be thirty (30) years provided that major terms of the Power Purchase Agreement may be annually modified by the mutual agreement of the Parties to the Power Purchase Agreement.

2.11 Natural gas supply shall be provided by MOEP and its best efforts to facilitate MOGE to supply natural gas to the Developer not less than 18 MMCF per day from South Dagon Natural Gas Station and be responsible of the availability of the supply of qualified natural gas to the Project Company.

2.12 The Project Company will grant three percent (3%) of the shares of the Project Company to MOEP of Myanmar Government.

2.13 The Project Company shall supply free of charge Seven percent (7%) of the net electricity generated by the Power Plant during the Concession Period to MOEP of Myanmar Government.

2.14 MEPE shall provide the "Site" to the "Project Company" for the Power Plant in consideration for payment of annual rental charges for land use in the amount of USD 1 (one) per m^2. MEPE has the ownership right to the "Site" of the Power Plant. The Project Company shall enter the land Lease Agreement (the "Land Lease Agreement") with MEPE. The Project Company shall be exempt from paying any rent before the date of the commercial operation of the Power Plant.

2.15 Both parties agree to use USD or EURO currency in Monetary Transaction for the project.

ARTICLE III. GENERAL OBLIGATIONS OF THE PARTIES

3.1 Responsibilities of the DEP of MOEP

In order to facilitate the investments to be made by the Project Developers in relation to the Project as contemplated under this MOA, the MOEP shall provide all support necessary for the implementation of the Project to the Project Developers, including but not limited to the following.

a) Upon the execution of the MOA, establish the Project Company as the concessionaire of the Project on a Joint Venture / Built-Operate-Transfer (JV/BOT) basis during the Concession Period.

b) Assist to procure that all necessary measures are put in place to ensure that the Project Developers will be able to recover and repatriate their investment costs plus a reasonable profit on their investment from the revenue generated from the Project.

c) Ensure that the Project Company has proper access to the use of relevant infrastructure including but not limited to access to sufficient water, utility, airport, sea port, river, etc and electric power during construction period against a market price in Myanmar payable by Project Company.

d) Provide all necessary information and data requested by the Project Developers in connection with their investment in Myanmar and/or their implementation of the Project in a timely manner, including but not limited to, annual gas supply plans.

e) Provide all other assistance to the Project Developers as may become necessary and appropriate in connection with implementation of the Project including, without limitation granting of or obtaining necessary governmental approvals or licenses necessary to engage in the development, construction, operation, maintenance and management of the Project.

3.2 Responsibility of Project Developers

a) The Project Developers shall plan, survey and design the project. Obtain, maintain all necessary permits and licenses from the Myanmar Government as necessary for implementation of the project. Making equity investment, arrange

financing, manage for the construction, operation and management of the power plant and consulting the project.

b) Project Developers will submit the Detailed Project Report (hereinafter referred to as "**DPR**") including Environment and Social impact Assessment Report of the Project to DEP. Preconstruction preparation works of the Project shall be started within one (1) month upon singing MOA.

c) The Project Developers shall construct fuel gas pipelines for Phase I as per this agreement's stipulation in connection with the Power Plant.

d) The construction of the fuel gas pipeline having 14 inch in diameter and 6 miles in length and it's facilities for Phase I.

e) The Project Company shall transfer its rights under the Project to the MOEP at no cost after the expiry of the Concession Period.

f) Upon establishing the Project Company, the Project Developers will concede its concession right obtained as set forth in this MOA to the Project Company.

g) The construction or expansion of 66 kV substation for Phase I 230/66/11kV 150MVA transformer and 66 kV switch bay facility in Thaketa substation.

ARTICLE IV. TAXES AND DUTIES

4.1 The Developer shall be levied on the taxes under the existing relevant laws, rule and regulation promulgated by the Government of the Republic of Union of Myanmar at that time by time.

4.2 MOEP shall assist to be received the exemption and relief on the income tax, commercial tax, custom duties and other taxes payable by Developer in accordance with the Foreign Investment Law of Myanmar.

4.3 In accordance with the economic analysis of conducted in relation to the Project, exemption, relief and easements shall be subject to approval of the Government of the Republic of the Union of Myanmar.

ARTICLE V. CONFIDENTIALITY

5.1 Each Party will keep confidential, and will cause its directors, officers, employees, agents and representatives to keep confidential, all information relating to this MOA and all information obtained in connection with this MOA relating to the business of the other Parties.

ARTICLE VI. GOVERNING LAW

6.1 This MOA shall be governed by and interpreted under and constructed and enforceable in accordance with the laws of the Republic of the Union of Myanmar.

ARTICLE VII. DISPUTE SETTLEMENT

7.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this MOA through good faith discussions and negotiations between the Parties which shall be conducted in the English language. In case the issue remains to be settled, it shall be settled by arbitration. The arbitration proceedings shall be in accordance with the provisions of the UNCITRAL Rules. The venue of arbitration shall be in Yangon, the Republic of the Union of Myanmar. The cost shall be borne by the Looser.

ARTICLE VIII. FORCE MAJEURE

8.1 If the party is temporarily rendered unable, wholly or in part by force majeure to perform its duties or accept performance by the other party under this MOA, it is agreed that the affected party gives notice to the other party within fourteen (14) days after the occurrence of the cause relied upon giving full particulars in writting of such force Majeure. The duties of each party as are affected by such force majeure shall with the approval of other party be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay, damage or loss caused by force majeure.

8.2 The term "**Force Majeure**" as employed herein shall mean Act of God, Restrain of a Government, wars, riots, revolutions, strikes, lockouts, industrial disturbances, explosions, earthquakes, floods, fires, labor disturbances, Lightning Storms and any

other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

ARTICLE IX. TERM AND TERMINATION

9.1 This MOA shall be commenced and effective on the date of signing and shall remain in force until the earlier date of the occurrence of the following events:

- Execution of the Joint Venture or Build, Operate and Transfer Agreement

9.2 This MOA may be terminated giving notice in writing upon the occurrence of one of the following events:

- By any Party, if any other Party shall commit a material breach of any of its obligations under this MOA that shall not be remedied within [ninety (90)] days from the giving of written notice requiring said breach to be remedied;
- By any Party, if an event of insolvency occurs with respect to a Party;
- By any Party in the event of the occurrence of Force Majeure which exists more than six consecutive months; or
- By the mutual consent of the Parties, with the serving of 6 months prior notice by either party.

9.3 Termination of this MOA shall be without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by agreement of the Parties.

9.4 The obligations contained in Article V entitled "Confidentiality" shall survive after termination of this MOA for a period of one (1) year.

ARTICLE X. MISCELLANEOUS

10.1 All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be given by personal delivery, by express courier, by registered or certified mail with return receipt requested, or by facsimile or electronic mail, to the Parties at the addresses shown below, or to such other address as may be designated by written notice given by any Party to the other Parties. Unless conclusively proved

otherwise, all notices, demands, requests, consents or other communications hereunder shall be deemed effective upon delivery if personally delivered, [five (5)] days after dispatch if sent by express courier, [ten (10)] days after dispatch if sent by registered or certified mail with return receipt requested, or confirmation of the receipt of the facsimile or electronic mail by the recipient if sent by facsimile or electronic mail. The notices delivered by either party shall be written in English and send to the address specified in this MOA.

DEPARTMENT OF ELECTRIC POWER

if given to DEP, be address to:

Department of Electric Power, Ministry of Electric Power

Building No.27, Nay Pyi Taw

Attention: U Khin Maung Win (Director General)

Telephone: + 95-67-410203

Fax: +95-67-410219

E-mail: depmmk@gmail.com

UREC Energy International Limited (UREC-EI)

if given to UREC-EI, be address to:

UREC Energy International Limited (UREC-EI)

UNIT C 16/F, CNT tower 338 Hennessy Rd, Wan Chai, Hong Kong

Attention: Mr. Guan Yu Kun (President)

Telephone: +852-28544189

Fax: +852-28157334

E-mail: travis1256@hotmail.com

10.2 Neither this MOA nor any right or obligation arising under this MOA may be assigned by a Party, without the prior written consent of other Parties. Subject to the foregoing, this MOA will be binding upon and inure to the benefit of the Parties and their

respective successors and permitted assigns, and no other person will have any right, benefit or obligation under this MOA.

10.3 The Parties hereto agree that the provisions of this MOA prescribing the rights and obligations of the Project Company shall have binding effect to the Project Company as if the Project Company were a party to this MOA, provided, subject to the acceptance of this MOA by the Project Company.

10.4 Neither this MOA nor any provision hereof may be amended, modified, waived or discharged, except by an instrument in writing signed by both Parties.

10.5 The Parties will consult, coordinate and agree on the release of any press releases, announcements or responses to media inquiries concerning this MOA in advance of any such announcement. If a Party or its affiliate issues or wishes to issue or make such a press release, it shall not do so unless prior to its release, such Party furnishes to all other Parties a copy of such press release for their review and written approval (approval shall not be unreasonably withheld) and whose communication shall be provided in a timely manner, and the written approval of the Parties. The Party shall provide a copy of such press release and related background information the other Parties no later than [seven (7) days] where practicable, but in any event not less than [seventy-two (72) hours] prior to its planned release. Notwithstanding the foregoing, DEP and MOEP as representative of Myanmar Government shall have rights to conduct a press release without any kind of approval of the other parties.

10.6 This MOA comprises the full and complete understanding of the Parties with respect to all the matters addressed in this MOA.

10.7 All communications made among the Parties shall be made in the English language.

10.8 This MOA is prepared and executed in the English language, and the English version of this MOA shall prevail over any translations prepared thereof into Myanmar, Chinese, or any other language.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, The Parties have caused this MOA to be executed by their respective duly authorized representatives as of the date first above written.

For and on Behalf of

UREC ENERGY INTERNATIONAL LIMITED

Mr. Guan Yu Kun

President of UREC-EI

For and on Behalf of

DEPARTMENT OF ELECTRIC POWER

U Khin Maung Win

Director General

Department of Electric Power

In the presence of

Mr. He Wen

Vice President of UREC-EI

In the presence of

U Htein Lwin

Managing Director

Myanma Electric Power Enterprise

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



အရပ်--- ၅'၃"

သွေးအုပ်စု--- အို

ထင်ရှားသည့်
အမှတ် အသား--- လည်၌
ညာဘက်ထွင်မှဲ့

အမည်--- မဖြိုးဖြိုးခိုင်

ဖခင်၏အမည်--- ဦးလှမြင့်

မွေးသက္ကရာဇ်--- ၄-၁-၁၉၆၇ ခု

လူမျိုး--- ဗမာ

ကိုးကွယ်သည့်ဘာသာ--- ဗုဒ္ဓ

အမှတ် ၁၂/ဗဟန
(နိုင်) ၀၃၉၅၁၂

ရက်စွဲ--- ၆-၄-၉၀

ထုတ်ပေးသူ၏လက်မှတ်

အမည်--- [illegible] ဦး[illegible]

ရာထူး--- [illegible]

သက်သေခံကတ်ပြားအမှတ် - [illegible]

လက်ဝဲ လက်မပုံစံ



အလုပ်အကိုင် - ကျောင်းသူ

နေရပ်လိပ်စာ - [illegible]

ထိုးမြဲလက်မှတ် - [signature]

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

Explanation regarding the proposed business Phase I

The proposed power plant is planned as 118MW

(ISO condition) in capacity, an "one on one" combined cycle arrangement of one set of grade 6FA gas turbine generator units plus a steam turbine generator unit is proposed for this project, with full capacity of 108.9MW under the local environmental climatic conditions and the actual output of 95.6MW with the condition of 18mmCFD gas supply.

External Conditions and Main Design Principles for Plant Construction:

(1) Natural gas source: The Project is going to use the gas supplied from Zawtika gas field in Myanmar. The developer and the Myanmar Ministry of Energy has reached the consensus that the Ministry of Energy shall lay one gas pipeline near to the project power plant site, the project could directly connect to the pipeline.

(2) Connection system of the power plant: The project connected to the Thaketa substation through a three-circuit 66kV line.

(3) Plant site: This project is to be constructed on the site specified by the Ministry of Electric Power of Myanmar. Therefore, no site selection is involved in this project.

(4) Water resource of the plant: The living water, chemical water and the circulating cooling water shall all use river water from Ngamoeyeik creek. The industry cooling water shall use large-closed cooling water system.

(5) Overall layout of the plant area: with prerequisites of unified planning, reasonable

process flows. Various production facilities and system function shall be integrated to achieve clear zoning. Existing site shall be fully used to achieve optimal land utilization.

(6) Type Selection for Main Machine Equipment of This Project 118MW combined cycle unit of Class “F” is proposed to be adopted in this project. Installation scheme shall be "one on one" multiple-shaft scheme, namely, one Class “F" gas turbines + one HRSG + one condensing steam turbine + two generators.

(7) Layout of the Main Power Building:

The gas turbine and HRSG are arranged outdoors, and the turbine generator unit is arranged indoors. These two units shall be parallel arrangement.

(8) Main Electrical Connection:

This project adopts generator and transformer unit connection. The generator outlet connects to the plant 66kV step-up substation through one main transformer after step-up respectively. The plant 66kV step-up substation is double bus connection. This project shall consider 66 kV three-circuit outgoing line connected to Thaketa substation.

(9) Centralized control adopted for this project: One centralized control room is set up for the cycle unit consisting of one gas turbine and one steam turbine.

(10) Make-up water treatment system for the HRSG: ultra filtration and second-stage reverse osmosis treatment with two dematerialized water tanks shall be provided for the system to supply the water required for start-up or accidents.

(11) Steel structure is proposed to be adopted for the main power building, and the ground treatment scheme depends on engineering geology of each section. Natural foundation, replacement or pile foundation shall be used.

(12) Construction organization: Highway-waterway-highway combined transport plan is adopted for large equipment transport. Construction site plan is coordinated with the general layout, and permanent and temporary combination shall be considered.

(13) Environmental protection: Laws and regulations on environmental protection of Myanmar shall be satisfied.

(14) Investment estimation and economic evaluation shall be prepared as per the new budget regulations and budget quota of the year, and new quota, and cost of local labor, construction materials, and transport in Myanmar shall be considered.

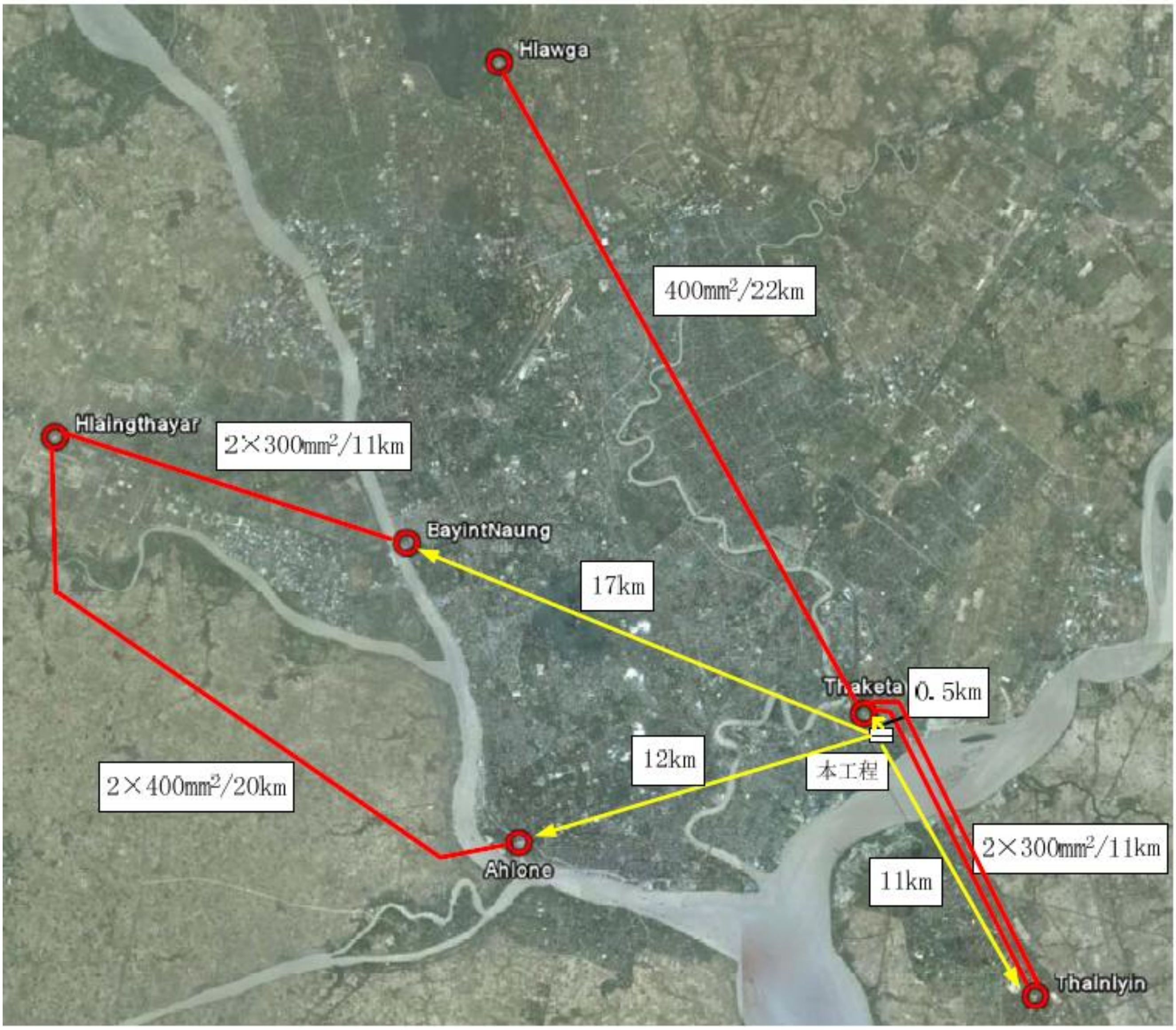
(15) Operation progress plan: An 18-month construction period is required, and commencement date will depend on natural gas source and construction condition of the gas supply pipelines.

(16) According to the preliminary agreement reached between the developer and the Myanmar Ministry of Electric Power, annual utilization hours for equipment of this Project shall be considered as 7,200h.

(17) Follow the direction by MEPE's Control Centre to commence, increase, decrease or cease the delivery of electricity into the MEPE System, which is based on PPA.

- Study of access system scheme

1 Planning condition of adjacent power grid of power plant The power grid connecting condition of Yangon where the Thaketa Power Plant is located before connecting the Thaketa Power Plant is show in Fig.1-1. There are the 230kV substations as Thaketa Substation, Thanlyin Substation, BayintNaung Subsation and Ahlone Substation in the vicinity of the power plant.



1-1 Schematic Diagram of Power Grid in Vicinity of Power Plant

2 Selection of voltage level delivered by power plant

According to the power grid construction in the vicinity of the power plant, the voltage levels of the power grid are mainly 66kV and 230kV. The total installed capacity of the power plant will be 118MW; the full outlet is 108.9MW under the condition of local

environment climate. Therefore, the voltage levels delivered by the power plant may be selected at 66kV and 230kV.

3 Analysis of connecting point of power plant

The distances from the Project to the substations around are shown in Fig. 2.4.3-1. The distances from the power plant to the Thaketa Substation,Thanlyin Substation, BayintNaung Substation and Ahlone Substation are respectively 0.5km, 11km, 17km and 12km.

(1) Thaketa Substation

The Thaketa Substation provides two voltage levels, 66kV and 230kV. There are 15 outlet bays on the 66kV side of which 12 are in use and 3 on standby. There are three bays that are all used on the 230kV side, with two loops led to the Thanlyin Substation and one loop led to the Hlawga Substation. And there is no condition for expansion.

(2) Thanlyin Substation

The Thanlyin Substation has two voltages levels, 230kV and 33kV.There are in total four outlet bays on the 230KV side with three loops in use and one loop on standby. Respectively, two loops are led to the Thaketa Substation and one loop to Kamanut.

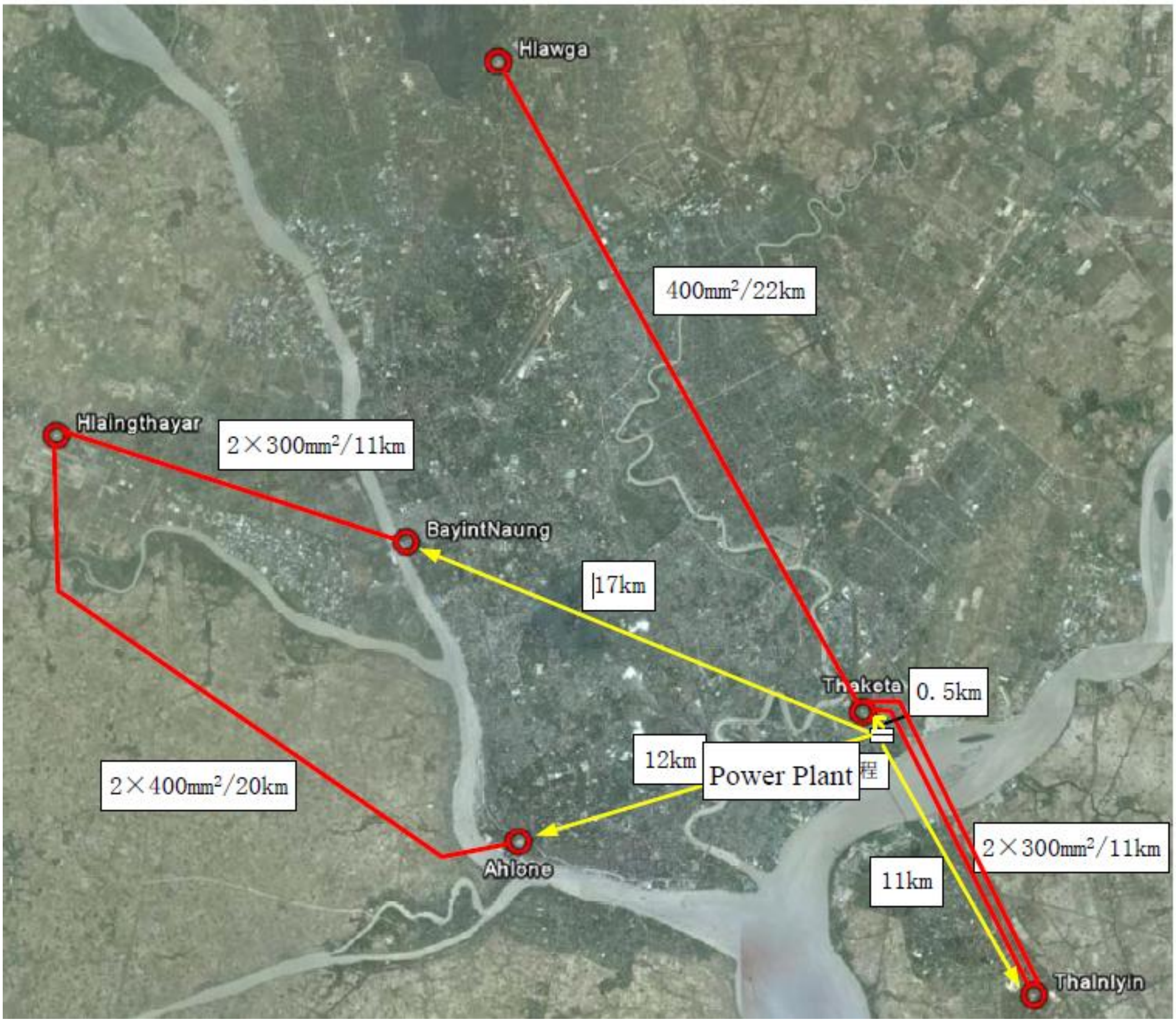
(3) Ahlone Substation

The Ahlone Substation has two voltages levels, 230kV and 66kV. There are two outlet bays on the 230kV side, with one in use that provides one loop to the Hlaingthayar Substation and one loop on standby.

(4) BayintNaung Substation

The BayintNaung Substation has two voltages levels, 230kV and 66kV. There are two

outlet bays on the 230kV side, with one in use that provides one loop to the Hlaingthayar Substation and one loop on standby.



3-1 Schematic Diagram of Distances between Plant Site and Surrounding Substations

4 Scheme argumentation of power plant connecting system

4.1 Draft Schemes

As the Fig. 3-1 shows, the power plant directly connects to Thaketa Substation shall has the minimum investment, the implementation difficulty is low, the send out reliability is high while the operation is more flexible. Besides, the electric power could be sent to load center for consumption and with more reasonable load flow.

POWER PURCHASE AGREEMENT

BETWEEN

MINISTRY OF ELECTRIC POWER
MYANMA ELECTRIC POWER ENTERPRISE

AND

U-ENERGY THAKETA POWER COMPANY LIMITED
FOR

106MW COMBINED CYCLE
POWER PLANT

AT

THAKETA YANGON

March,2016

Content

THIS POWER PURCHASE AGREEMENT (hereinafter referred to as the **Agreement**) is made on this day of March, 2016.

Between

(1) **Myanma Electric Power Enterprise**, Ministry of Electric Power, a governmental body of the Republic of the Union of Myanmar with its head office at Office Building No. 27, Nay Pyi Taw.(hereinafter referred to as "MEPE" which expression shall include its successors and permitted assigns) represented by U Htein Lwin, Managing Director of Myanma Electric Power Enterprise of the one part

And

(2) **U-Energy Thaketa Power Company Limited**, a joint-venture corporation incorporated between UREC Energy International Co.,LTD and Department of Electric Power Planning of Ministry of Electric Power under the laws of the Republic of the Union of Myanmar, (hereinafter referred to as "the seller" which expression shall include its successors, legal representatives and permitted assigned) represented by Mr. Guan Yukun, Chairman, U-Energy Thaketa Power Co., Ltd of the other part.

The Seller and MEPE are also each referred to herein as a **Party** and collectively as the **Parties**.

Whereas:

(A) The Government of the Republic of the Union of Myanmar has announced the policy of encouraging and promoting the development of independent power producers for generating electricity to meet electricity demands in the Republic of the Union of Myanmar.

(B) To advance such Governmental policy, MEPE and the Seller have entered into this **Power Purchase Agreement** setting out the terms on which the Seller has agreed to develop, construct, finance, operate and maintain and transfer a 106 MW (First Phase) gas-fired electricity generating plant at the Thaketa Power Plant, Thaketa Township, Yangon Region, the Republic of the Union of Myanmar to provide electricity to MEPE.

Now, thereof, in consideration of the mutual convenient contained in this Agreement the sufficiency and adequacy of which are hereby acknowledge, the Parties agree to the followings:

Section 1 Definitions and Interpretations

1.1 Definitions

Unless otherwise defined herein, capitalized terms used herein shall have the following meanings, whether used in the singular or in the plural:

Access Rights means:

(a) with respect to the Transmission Facilities Site for the period commencing on the Effective Date and ending on the Transmission Facilities Handover Date, the rights of way, easements or other access rights required by the Seller for the purposes of constructing and completing the Transmission Facilities;

(b) with respect to the Facility Site for the period commencing on the Effective Date and ending on the last day of the Term, the lease right of way, easements or other access rights required by the Seller for the purposes of construction, completion, repair, modification, fuelling and operation of the Facility.

Actual Availability The Availability (in MW) provided by the Facility, determined in accordance with Schedule 2;

Availability The capability of the Facility (in MW) to provide generating capacity and electricity to MEPE, regardless of the level at which MEPE dispatches the Facility, and **Available** shall be construed accordingly;

Availability Notice A statement in the form set out in Schedule 15 declaring or revising the capability of the Facility to provide (i) generating capacity up to its Dependable Contracted Capacity and (ii) the other Contracted Operating Characteristics set out in Schedule 1;

Billing Period	The period beginning on the Commercial Operation Date of the First Facility to the ending on the day the Term expires, cleared by monthly basis;
Business Day	Any weekday from Monday through Friday, excluding in each calendar year the national holidays of the Republic of the Union of Myanmar and other holidays designated by the Central Bank of Myanmar;
Change-in-Law	Any of the following events occurring after the Execution Date as a result of any action by any Governmental Authority: (i) a change in or repeal of an existing Law, (ii) an enactment or making of a new Law, and (iii) a change in the manner in which a Law is applied or in the application or interpretation thereof (including any interpretation of environmental standards);
Commercial Operation Date	The date agreed by MEPE and the Seller in accordance with Section 3.7.1 after finishing of testing and commissioning.
Commercial Operations Test	The series of tests to determine the net generating capacity and operating characteristics of the Facility as set out in Schedule 14;
Confirmation Statement	A statement in the form set out in Schedule 15 confirming the capability of the Facility to provide (i) generating capacity up to its Dependable Contracted Capacity and (ii) the other Contracted Operating Characteristics set out in Schedule 1;
Connection	The link between the Facility and the MEPE System;
Connection Point	The physical point or points where the Facility and the MEPE System are connected, which shall be in the MEPE's switchyard.
Construction Security	means a letter of guarantee in the amount of USD 3,750,000.00 which secure any liquidated damage that may be payable by the Seller under Section 11.1 or 11.3and any other amounts that may be payable by the Seller to MEPE from time to time according to Section 11.2.

Contracted Capacity The net power output 106 MW (installed capacity 118 MW) to the grid (expressed in MW) of the Facility, as set out in Schedule 1 and Schedule 14;

Contracted Operating Characteristics The Operating Characteristics of the Facility as set out in Schedule 1;

Contract Year (a). for the first calendar year of the Facility's Operation, the period commencing on the Commercial Operation Date of the Facility and ending on 31 December of that calendar year; (b). for each subsequent calendar year (other than the last calendar year of the Term), each period commencing on 1 January and ending on 31 December of the relevant calendar year; (c). for the last calendar year of the Term, the period commencing on 1 January of that calendar year and ending on the last day of the Term.

Default Rate Rates equal to zero point zero two percent (0.02%) per day;

Dependable Contracted Capacity The maximum continuous net generating capacity of the Facility (measured in MW) established in accordance with Section 3.7 and Schedule 2.

Design Limits The operational limits of the Facility as set out in Schedule 1; and revised from time to time agreed by the Parties;

Dispatch The direction by MEPE's Control Centre to commence, increase, decrease or cease the delivery of electricity into the MEPE System;

Dispatch Instruction An instruction issued by MEPE's Control Centre to the Seller to perform one or more of the Declared Operating Characteristics or other operation permitted by this Agreement;

Disputes means any dispute, claim, difference or controversy arising out of, relating to or having a connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequence of its nullity. In the event of a Dispute, either party may serve the other with

	written notice at any time of a Dispute having arisen (Notice of Dispute). The Notice of Dispute must set out brief details of the nature of the Dispute.
Dry Season	means all times during any calendar year other than the Wet Season;
Effective Date	means the date on which all provisions of this Agreement is intended to take full force and effect;
Emergency Conditions	A condition or situation that in MEPE's reasonable judgment is likely to cause (i) an imminent physical threat of danger to life, health or property, or (ii) a significant disruption on the MEPE System that would adversely affect MEPE's ability to meet its obligation to provide safe, adequate and reliable supply of electricity to its customers;
Energizing Date	The date determined in accordance with Section 3.6.1 on which the Connection is energized for the pre-operation testing and start up of the Facility;
Event of Default	An event, condition or circumstance described in Section 10.1 or 10.2;
Execution Date	The date on which this **Agreement** is signed by the Parties;
Expert	Any person appointed by **Agreement** between the Parties pursuant to Section 14.2.1;
Facility	The installed equipment for power production and the Seller's associated buildings, structures, roads, and other appurtenances;
Final Confirmation Statement	This term shall have the meaning assigned thereto in Section 17.5;
Financing Documents	The agreements for the making available of any loans for the development, construction, acquisition, ownership, operation and maintenance of the Facility;
Financial Model	A financial model in Microsoft Excel format audited by an international independent accounting firm in form and substance satisfactory to MEPE, including, in any event, reasonable details of:

	(a) project costs for the development, construction, testing and commissioning of the Project; (b) debt and/or equity financing costs of the Project and monthly debt and equity drawdowns; (c) scheduled debt repayments and scheduled interest payments for any proposed or current Debt Financing; and (d) detailed semi-annual revenue, cost and cash flow projections for the Project.
Financial Close	The date on which all relevant Financing Documents required to fully fund the development, acquisition, construction and ownership for the Facility and the New Transmission Facilities have been duly executed and either: (a) first drawdown has occurred under any one or more of the Financing Documents and the Company has provided written notice of such occurrence (together with reasonable supporting evidence) to MEPE; or (b) MEPE has received a certificate from the lead bank, agent or trustee on behalf of the Financing Parties (or any other evidence reasonably satisfactory to MEPE) confirming that all conditions precedent to the first drawdown of funds under the Financing Documents have been satisfied or waived by the Financing Parties,
Financing Parties	Any Person which provides loans or other financing to the Seller as evidenced by or pursuant to the Financing Documents;
Force Majeure	means an event, condition or circumstance which is beyond the reasonable control of the affected party, which is not the direct or indirect result of a breach by such party of any of its obligations under any Governmental Project Agreement and which, despite the reasonable endeavors of the affected party, causes a delay or disruption in the performance by the affected party of any obligation imposed under this Agreement. Subject to satisfaction of the foregoing requirements,

Force Majeure shall include (without limitation) the following:

(a) epidemic or plague;

(b) acts of war (whether war has been declared or not), acts of force by a foreign nation, sanction or embargo;

(c) general strike or work stoppage (other than those solely affecting the party claiming it as a force majeure), riots, civil disturbance, sabotage or acts of terrorism;

(d) earthquake, landslide, accident, fire, explosion or unusually severe weather conditions (including storm, tempest or flood);

(e) any force majeure affecting the performance of any person that is a party to any Governmental Project Agreement or other material contract between the Seller and that person relating to the Project of any of its obligations under any such agreement or contract.

Force Majeure Grace Period means

(a) with respect to any Governmental Force Majeure affecting either party or Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier to whichSection12.4.2 applies, a period of up to 14 days after the Scheduled Commercial Operation Date of the relevant Generating Unit; and

(b) with respect to any Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier to which Section 12.4.4 applies, a period of up to 14 days after the date on which notice of the relevant Force Majeure was first given under Section 12.2,

Provided that:

(c) the aggregate maximum number of days constituting a Force Majeure Grace Period:

(i) during any single calendar year, will not exceed 14 days;

(ii) during the period commencing on the first day of the first Contract Year and ending on the 10th anniversary of the

first day of the first Contract Year, will not exceed 90 days; and

(iii) during the period commencing on the date immediately following the 10th anniversary of the first day of the Contract Year and ending on the last day of the 20th anniversary of the Term, will not exceed 90; and during the last 10 year of the Term, will not exceed 90 days

(d) MEPE and the Seller may, from time to time during the Term, mutually agree (in writing) longer periods with respect to the periods set out in sub-paragraphs (a), (b) and/or (c) above, in which case the relevant period shall be the revised period agreed in writing by the Seller and MEPE.

Fuel Natural Gas as defined in Schedule 4;

Fuel Delivery Point means the interface point at site of the fuel supply infrastructure (including the New Fuel Supply Infrastructure) controlled and operated by the Fuel Supplier.

Fuel supplier means Myanma Oil and Gas Enterprise or any other person that supplies Fuel to MEPE.

Governmental Approval means any approval, consent or other authorization from, filing with or notice to any Governmental Authority;

Governmental Authority means the Government of Myanmar and any ministry, department or political subdivision of the Government of Myanmar or any national or local government entity within Myanmar;

Governmental Force Majeure means:

(a) the occurrence of any act or omission by any Governmental Authority which adversely affects the Seller with respect to any of its rights or its ability to perform its obligations under this Agreement or Governmental Project Agreement in any material respect;

Governmental Project Agreement means:

(a) the Memo of Agreement;

(b) the Joint-Venture Agreement; and

(c) the Land Leasing Agreement;

kW Kilowatt;

kWh Kilowatt-hour;

Law meansLaws, acts, ordinances, rules, regulations, orders and customs and usages having the force of law, made by any legislative authority prior to or subsequent to the commentcement of this Law;

MEPE System The bulk power network controlled or used by MEPE for the purpose of generating, transmitting and distributing electricity to MEPE's customers;

MEPE's Control Centre any one of MEPE's National or Regional Control Centers.

MEPE Security means an unconditional and irrevocable letter of credit substantially in the form set out in Schedule 11 (MEPE Security)) in each case expiring on 31 March of each year (other than with respect to the last MEPE Security which is to expire on the last day of the Term or, if later, the date on which any amounts which may be payable by way of a drawing under the MEPE Security have been irrevocably paid in full), in the amount of:

(a) with respect to the first MEPE Security, an amount equal to the aggregate amount （not less than guaranteed electrical energy mentioned in Schedule 2） of Energy Payments estimated to be paid[(as mutually agreed by the parties)] during the period commencing on the date on which the MEPE Security is issued and ending on the immediately subsequent 31 March;

(b) with respect to each MEPE Security other than the first MEPE Security and the last MEPE Security, an amount equal to the aggregate amount of Capacity Payments and Energy Payments estimated to be paid [(as mutually agreed by the parties)] during the 12 month period commencing on 1 April of each year and ending on 31 March of the following year; or

(c) with respect to the last MEPE Security, an amount equal to the aggregate amount of Capacity Payments and Energy Payments estimated to be paid [(as mutually agreed by the parties)] during the period commencing on 1 April of the relevant year and ending on the last day of the Term,

Which, in each case, is to secure MEPE's obligations to pay amounts due from it to the Seller pursuant to this Agreement, and which must:

(i) name the Seller as beneficiary;

(ii) be an unconditional and irrevocable commitment to pay by the issuing bank; and

(iii) be issued by:

- Myanmar Foreign Trade Bank with an Approved Financial Institution as advising bank; or
- any other financial institution acceptable to each of MEPE and the Seller (both acting reasonably).

Metering Equipment	The Primary Metering Equipment and Back-Up Metering Equipment as described in Schedule 13;
Metering Point	The point on the Site where the Metering Equipment is located, as further described in Schedule 13;
Meter Reconciliation Statement	a report issued in accordance with Section17.1 Following any meter test conducted pursuant to Section 3.3.3;
Month	Calendar Month;
MW	Megawatt;
MWh	Megawatt-hour;
Net Capacity Test	The test to determine the net generating capacity of the Facility as set out in Schedule 14;
Net Electrical Generation	For any period, the net electrical energy delivered by the Facility as the context requires (measured in kWh or MWh as appropriate at the Metering Point) into the MEPE System during such period;

New Fuel Supply Infrastructure	means the infrastructure including the New Fuel Pipe work, Fuel Metering and Testing Station, to be constructed by the Fuel Supplier or MEPE in order to allow Fuel to be supplied to the Project.
Notice	A statement or notice in one of the forms set out in Schedule 15 declaring, revising or confirming the capability of the Facility to provide its Contracted Operating Characteristics;
Operating Characteristics	The parameters which define the capability of the Facility to respond to Dispatch Instructions as set out in Schedule 1;
Payment Invoice/Credit Note	A statement in the form set out in Schedule 6issued by the Seller in accordance with Section 18.1;
Person	any company, association, organization or body of individuals;
Planned Outage	Scheduled maintenance period including overhaul and repair;
Project	The design, development, construction, financing, ownership, operation, maintenance and transfer of the Facility under the terms of this **Agreement**;
Prudent Utility Practices	The practices, methods and acts engaged in or accepted by a significant portion of the international electric generating industry for the Facility or equipment similarly situated to the Facility or the Transmission Facilities that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would be expected to accomplish the desired result in respect of the design, engineering, construction, operation and maintenance of the Facility or equipment associated with the Facility or the Transmission Facilities in a manner consistent with Law, Governmental Approvals, reliability, safety, economy, environmental protection and the construction, operation and maintenance standards recommended by the Facility's equipment suppliers and manufacturers;

Scheduled Commercial Operation Date	The date set out in Section 9.4 with respect to the Facility on which the Facility is scheduled to begin commercial operation;
Scheduled Energizing Date	The date set out in Section 9.4 on which the Connection is scheduled to be energized by MEPE for the pre-operation testing and start up of the Facility;
Site	The plot of land upon which the Facility is located; which is leased from MEPE (lesser) to the Seller (lessee) as set out in the Land Lease Agreement (Schedule 24);
Term	The period of this **Agreement** as specified in Section 9.1, subject to extension in accordance with Sections 9.3;
Transmission Facilities	Extensions and modifications to the MEPE System as described in Schedule 10 made in order to allow connection of the Facility to the MEPE System;
Third Party Project Agreement	means: (a) the EPC Contract; (b) each Financing Document; and (c) the O&M Agreement(if any); (d) the JVA Agreement
USD	means the lawful currency of the United States of America;
Wet Season	means, for any given calendar year, a period of up to six consecutive months, determined by MEPE and notified the Seller in writing by no later than 15 January of each calendar year as being the "wet season" for that calendar year for the purposes of this Agreement, provided that no such notice is given in any calendar year, the "wet season" for that calendar year will be the period from 1 July to 31December (both dates inclusive) in that calendar year;

1.2 Interpretation

In this Agreement (including its Schedules), unless otherwise stated:

1.2.1. Any references to:

(a) any agreement (including this Agreement or any Schedule hereto) shall be construed, at any particular time, as including a reference to the relevant agreement as it may have been amended, modified, supplemented or renewed;

(b) a particular Section or Schedule shall be a reference to the relevant Section or Schedule in or to this Agreement

1.2.2. Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to corporations and any other legal entities and vice versa.

1.2.3. Whenever this Agreement refers to a number of days, such number shall refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next following Business Day.

1.2.4. The words "include" and "including" are to be construed as being at all times followed by the words "without limitation", unless the context otherwise requires.

1.3 Table of Contents and Headings

The table of contents and headings are inserted for convenience only and are not to be applied for purposes of construction and interpretation of this Agreement.

Section 2 Implementation of the Project

2.1 Seller's Responsibilities

2.1.1 The Seller must do all things required by it under this Agreement and the Project Agreements in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

2.1.2 The Seller's responsibilities include:

a) the design, development, construction, financing, operation and maintenance of the Facility;
b) the design, development, construction, financing and handover to MEPE of the Transmission Facilities by the Scheduled Transmission Facilities Handover Date;
c) to bear cost of procurement and construction of New Fuel Supply Infrastructure
d) the provision of Construction Security in accordance with section 11.2 and

schedule 12

e) the provision of:

(i) the Phase 1 Dependable Contracted Capacity of the Facility to MEPE for the period from (and including) the Phase 1 Commercial Operation Date of the Facility until the expiry of the Term;

f) the transfer of the Facility to MEPE at the applicable time in accordance with the requirements of Section 13 and Schedule 21 (Transfer Procedure),

In each case in accordance with the terms of this Agreement.

2.2 MEPE's Responsibilities

2.2.1 MEPE must do all things required by it under this Agreement in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

2.2.2 MEPE's responsibilities include:

a) arranging for and providing the Seller with the Access Rights for the Site;

b) procuring that the Transmission Interconnection Date occurs by the Scheduled Transmission Interconnection Date;

c) MEPE will arrange that the design, construction and operation of the New Fuel Supply Infrastructure will be done by the Fuel Supplier in accordance with the specifications set out in Schedule 9;

d) establishing and maintaining the MEPE Security in accordance with Section 11.6;

e) making Energy Payments to the Seller; and

f) if required, making any Termination Payment to the Seller;

g) supply gas to the Seller subject to Section7 of this Agreement;

In each case in accordance with the terms of this Agreement.

2.3 Conditions Precedent

2.3.1 As conditions precedent to the effectiveness of this Agreement (other than this Section 2.3), MEPE will be responsible for delivering the following items to the Seller in form and substance satisfactory to the Seller (acting reasonably) each Land lease Agreement executed by all parties to the relevant Land lease Agreement.

2.3.2 as conditions precedent to the effectiveness of this Agreement (other than this Section 2.3), the Seller will be responsible for delivering the following items to MEPE in form and substance satisfactory to MEPE:

a) each Land Lease Agreement executed by the Seller;

b) each Seller Security, other than the Transfer Security (without, in any way, limiting the obligations of the Seller to provide each Seller Security (including the Transfer Security) on the date required in accordance with Section 11.2.1); and

c) evidence that the Seller has obtained any Governmental Approvals required as at the relevant date for the Seller to commence the performance of its obligations under this Agreement, including, if required at the relevant date, an MIC Permit, the EIA and/or the SIA (without, in any way, limiting the obligations of MEPE to assist the Seller in obtaining the relevant Governmental Approvals).

d) evidence that all conditions precedent to Financial Close under the Financing Documents have been fulfilled with the exception of this Agreement.

2.3.3 Each party must use its best endeavors to satisfy the Conditions Precedent for which it is responsible promptly after the date of this Agreement.

2.3.4 When a party is satisfied that the Conditions Precedent which are to be delivered to it under this Section 2.3 have been received by it (or it is prepared to waive receipt of any such Condition(s) Precedent), that party must promptly provide written notice of the satisfaction or, where applicable, waiver, of the relevant Condition(s) Precedent to the other party.

2.3.5 If, by the date falling 240 days after the date of this Agreement, a party (the Defaulting Party) has failed to provide the Conditions Precedent that it is required to provide to the other party (the Non-Defaulting Party) in accordance with section (2.3.1) or (2.3.2) above (as applicable) so that the Non-Defaulting Party has not been able to issue a notice under section (2.3.4) above to confirm the satisfaction of all Conditions Precedent which are to be delivered to it, the Non-Defaulting Party may issue a notice to the Defaulting Party terminating this Agreement on 60 days' notice and, unless the relevant Conditions Precedent are delivered to the Non-Defaulting Party and the Non-Defaulting Party issues a notice under section (2.3.4) above before the end of the 60 day notice period, this Agreement will automatically terminate at the end of the 60 day notice period and the effect of the termination will be that this Agreement will be considered null and void as if it had never been entered into by the parties and MEPE shall, promptly following the resolution of any claims that have been raised by either party on or before that point in time (if any), release or return to the Seller any Seller Securities that MEPE is holding at that date. Nothing in this section is to be construed as limiting any rights that the Non-Defaulting Party may

have against the Defaulting Party in those circumstances for breach of contract or under general law for action already taken in connection with this Agreement.

2.3.6 Notwithstanding any other provision of this Agreement, the following provisions will take effect from the date of this Agreement:

a) any other provision of this Agreement that is required in connection with the interpretation or construction of this Agreement; and

b) any other provision of this Agreement that requires the Seller to be responsible for, pay or otherwise indemnify MEPE for any amounts incurred prior to the Effective Date.

Section 3 Facility Development and Connection Arrangements

MEPE shall give instruction to ensure that this agreement comply with the Grid Code and related regulations, and shall arrange for the Seller with the Access Rights for the Site and for the Project;

3.1 Obligations to Construct

3.1.1 The Seller shall construct, test and commission the Facility. The Seller shall procure and confirm that the Facility's switchyard shall be ready for the Connection to be energized on the Scheduled Energizing Date, and that the Facility shall be ready for Dispatch on their respective Scheduled Commercial Operation Dates, and the Seller shall provide Construction Security within 90 days of sign date,

The seller shall construct, test and commission Transmission Facility including the 66kV transmission line, production and control panel, complete switch bay extension in MEPE substation, 66/230kV 150 MVA step up transformer (located in Thaketa substation mentioned in Schedule 10).

3.1.2 MEPE shall make ready for the Connection to be energized on the Scheduled Energizing Date, and for Facility to be dispatched on their respective Scheduled Commercial Operation Dates.

3.2 Construction and Licensing of the Facility

The Parties shall comply with the following provisions.

3.2.1 The Seller shall apply for, obtain, and maintain at its own expense, each governmental approval necessary for the Seller to construct and operate the Facility and otherwise perform its obligations under this Agreement. MEPE shall assist the Seller, when reasonably requested and at the Seller's cost, in obtaining such Governmental Approvals. Notwithstanding the foregoing, the Seller shall be solely responsible for obtaining such governmental approvals.

3.2.2 The Facility shall be constructed to meet the Contracted Operating Characteristics set out in Schedule 1, the technical characteristics set out in Schedule 7 and the construction schedule set out in Section 9.4.

3.2.3 The Seller shall construct, complete, repair and modify the Facility such that it shall, at all time, operate in compliance with all applicable Laws, including environmental Laws.

3.2.4 The Seller shall be solely responsible to construct the Facility, either by itself or through third party contractors, according to Prudent Utility Practices and in a workmanlike and professional manner.

3.2.5 The Seller shall allow representatives of MEPE to inspect the construction site at any reasonable time during construction, start-up, and testing of the Facility, provided that MEPE shall notify the Seller in writing reasonably in advance of any inspection and shall cooperate with the Seller to minimize interference with the Seller's contractors at the Site.

3.2.6 The Parties shall cooperate with each other in accordance with the terms of this Agreement in the construction of the Facility, the Transmission Facilities and in connecting the Facility to the MEPE System.

3.2.7 Design Construction and Handover of Transmission Facilities

a) The Seller will design the Transmission Facilities in a manner which allows for:
   (i) its incorporation into the System;
   (ii) its compliance with the specifications set out in Schedule 10;
   (iii) the Seller to comply with its obligations under this Agreement.

b) MEPE will at all times, upon reasonable notice and during business hours, be entitled to inspect and review the design documents for the Transmission Facilities (including all surveys and drawings) for the purpose of assessing (acting reasonably) whether the design meets the criteria described in paragraph (a) above.

c) as soon as the Seller is ready, or expects by a specified future date to be ready, to hand over the Transmission facilities to MEPE it must provide a notice

confirming the proposed handover date to MEPE. This date must not be before the completion of the testing required.

d) within [30] days of receipt of a notice under Paragraph (c) above, the MEPE will carry out an inspection of the Transmission Facilities to determine whether the Transmission Facilities have been successfully completed (including that all required testing has been completed). If the MEPE is so satisfied, the MEPE must issue a certificate [and the System Operator (if applicable)] confirming this. If the MEPE is not so satisfied, the MEPE must promptly notify the Seller of this, including providing details as to why the MEPE is not satisfied and MEPE will provide these details to the Seller. The Seller must then address any matters which prevented the MEPE from being so satisfied and, once the Seller is satisfied that all relevant matters have been addressed, issue a further notice to MEPE under paragraph (c) above.

e) if the MEPE has issued a certificate under paragraph (c) above confirming that the Transmission Facilities have been successfully completed, the parties will agree on a date to be the Transmission Facilities Handover Date, on which date the Transmission Facilities will be transferred to MEPE on terms reasonably satisfactory to MEPE (such terms to include the assignment or novation of any contracts relating to the Transmission Facilities (including one year warranties provide by the Seller.

f) subject to the Transmission Facilities having been transferred to MEPE in accordance with paragraph (e) above, on and from the Transmission Facilities Handover Date, MEPE will be responsible for all matters relating to the Transmission Facilities, including with respect to operation and maintenance of the Transmission Facilities and the Seller will not have any liability from the Transmission Facilities Handover Date with respect to the Transmission Facilities, except to the extent that the Transmission Facilities have not been constructed, tested and commissioned in accordance with the requirements of this Agreement, including the requirements set out in Schedule 10 or a breach of the warranty provided pursuant to paragraph (g) below.

g) the Seller warrants to MEPE that the Transmission Facilities have been constructed tested and commissioned in accordance with the requirements of this Agreement and are otherwise fit for their intended purpose mentioned in Schedule 10.

h) During the Transmission Facilities warranty period(12 months from Project COD), the Seller will, promptly upon a written request from MEPE to do so, at the

Seller's risk and cost correct all defects, deficiencies and faults with respect to the Transmission Facilities Which arise from the design, engineering, manufacturing, materials, equipment, components, tools, supplies, construction, testing, commissioning or workmanship of or with respect to the Transmission Facilities not being in accordance with the requirements of this Agreement.

i) The Seller will bear all the cost concerning with Transmission Facilities.

3.2.8 New Fuel Supply Infrastructure

(a) MEPE will arrange for design, construction and operation the New Fuel Supply Infrastructure in accordance with the specifications set out in Schedule 9, and Seller will bear cost of procurement and construction of New Fuel Supply Infrastructure.

(b) The Seller may, upon reasonable notice and during business hours, be entitled to inspect and review the New Fuel Supply Infrastructure (including all surveys and drawings relating to the New Fuel Supply Infrastructure) where required in connection with the Seller's performance of its obligations under this Agreement.

(c) If the Fuel Supplier, MEPE and the Seller have confirmed that the New Fuel Supply Infrastructure has been successfully completed, the parties will agree on a date to be the New Fuel Supply Infrastructure Handover Date, on which date the New Fuel Infrastructure will be transferred to the Fuel Supplier, and on and from Handover Date, the Fuel Supplier will be responsible for the all matters relating to the New Fuel Infrastructure, including with respect to operation and maintenance of the New Fuel Infrastructure and the Seller will not have any liability from the Handover Date with respect to the New Fuel Infrastructure.

3.2.9 MEPE shall instruct the Seller on related Laws, regulations and any other major points to make sure this agreement could be lawfully executed by the Seller.

3.3 Metering of Electricity

3.3.1 The Seller shall install, own and maintain, at the Seller's expense, all Metering Equipment and associated transformers. The Metering Equipment shall have the specifications set out in Schedule 13.

The Seller, at its expense, shall provide (i) all metering structures, unless otherwise agreed, and (ii) surge protection and the necessary primary switches to isolate the metering installation. The specifications of such structures and switches shall be subject to MEPE's approval which shall not unreasonably be withheld or delayed.

3.3.2 The Metering Equipment shall be sealed in the presence of both MEPE and the Seller and the seals shall only be broken in the presence of both Parties for inspection, testing or adjustment. MEPE, at its expense, shall be entitled to have an authorized representative present to monitor any test of the Metering Equipment.

3.3.3 The accuracy of the Metering Equipment shall be tested annually by the Seller at the Seller's expense, and the Seller shall give MEPE at least fourteen (14) days prior written notice of the date of such annual test.

Either Party may request additional tests of the accuracy of the Metering Equipment in writing at least fourteen (14) days prior to the proposed date of testing. The Seller shall bear the costs of any such additional tests, except that MEPE shall bear such costs if (i) MEPE requested the additional test, and (ii) the test demonstrates that the Metering Equipment is performing within the allowable tolerance limit of plus or minus two tenths of one percent (± 0.2%).

Whenever any Metering Equipment is found to be defective or not performing within the allowable tolerance limits, it shall be adjusted, repaired, replaced, or re-calibrated by the Seller at its expense.

3.3.4 If any of the Metering Equipment fails to register, or if the Metering Equipment is found upon testing to be inaccurate by more than plus or minus two tenths of one percent (± 0.2%) in measuring Net Electrical Generation delivered, an adjustment shall be made correcting all measurements by the inaccurate or defective metering device for billing purposes, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) If the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Primary Metering Equipment, the Parties shall use the Back-Up Metering Equipment to determine the amount of such adjustment, provided that the Back-Up Metering Equipment is operating within the allowable tolerance limit of plus or minus two tenths of one percent (+ 0.2%). If the Back-Up Metering Equipment is found upon testing to be inaccurate by more than the allowable tolerance limit of plus or minus two tenths of one percent (± 0.2%), and the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Back-Up Metering Equipment, the Parties shall, as soon as practicable on the basis of procedures to be mutually agreed upon by the Parties (which may be based upon deliveries of

Net Electrical Generation), estimate the amount of the necessary adjustment on the basis of deliveries of the Net Electrical Generation to the MEPE System during periods of similar operating conditions when the Primary Metering Equipment was registering accurately and taking into account the Facility's Fuel use records during such periods;

(b) If the Parties cannot agree on the period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) one half of the period from the last test of the Metering Equipment, and (ii) the one hundred and eighty (180) days immediately preceding the test that found the Metering Equipment to be defective or inaccurate; and

(c) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by MEPE, the Seller shall use the corrected measurements as determined in accordance with this Section 3.3.4 to re-compute the amount due for the period of the inaccuracy and shall subtract the previous payments by MEPE for such period from such re-computed amount. If the difference is a positive number, such difference shall be paid by MEPE to the Seller; and if the difference is a negative number, such difference shall be paid by the Seller to MEPE. Payment of such difference shall be made by mean of an additional charge on the next statement.

3.4 Metering of Fuel

3.4.1 The Fuel Metering Equipment shall be sealed in the presence of fuel supplier, MEPE and the Seller and the seals shall only be broken in the presence of both Parties and the fuel supplier for inspection, testing or adjustment. MEPE and the Seller, at their own expense, shall be entitled to have an authorized representative present to monitor any test of the Fuel Metering Equipment.

Whenever any Fuel Metering Equipment is found to be defective or not performing within the allowable tolerance limits, it shall be adjusted, repaired, replaced, or re-calibrated by the Fuel Supplier. MEPE will negotiate with the fuel supplier to make sure the required work under go smoothly.

(a) For the purpose of monitoring the operation of the Facility and the associated Fuel use, the use of Fuel by the Seller will be measured at the Fuel Delivery Point by the Fuel Supplier by one main meter and one check meter forming part of the

Fuel Metering Station. The Seller will be responsible for providing and maintaining at its cost main and check meters on the Facility side of the Fuel Delivery Point for verification and back-up.

(b) All Fuel flow measurements will be promptly notified by the Seller to the MEPE's Control Centre.

(c) The Seller may upon reasonable advance notice to the MEPE, inspect the Fuel Metering Station, but all reading, calibration and adjustment of the Fuel Metering Station and all components of the Fuel Metering Station, will be carried out by the Fuel Supplier at Seller's cost.

(d) The Fuel Supplier must keep records of all original test data relating to the use of Fuel by the Seller for not less than two years and must, at the request of the Seller upon reasonable advance notice, make the records available for inspection by the Seller.

(e) The Fuel Metering Station and each component of the Fuel Metering Station must be adjusted to operate accurately within a limit prescribed by its manufacturer, which, in any event, must not be more than one percent.

(f) The accuracy of the Fuel Metering Station and each component of the Fuel Metering Station will be verified by the Fuel Supplier once in three months during the Term and MEPE must give the Seller at least three Business Days' prior notice of each date on which the Fuel Supplier will perform each verification and a representative of the Seller may be present at each verification. The results of any verification will be binding on each of the Seller, MEPE and the Fuel Supplier unless the Seller issues a notice within five Business Days of the date of a verification disputing the accuracy of that verification.

(g) If the Seller disputes a verification in accordance with paragraph (f) above, the Seller may, at its own cost and expense, arrange for an independent verification of the Fuel Metering Station and each component of the Fuel Metering and Testing Station to be undertaken within 7 days of the date on which the Seller raised the relevant dispute by an independent expert appointed by the MEPE. The Seller must give MEPE at least 72 hours prior notice of the time for the independent verification. MEPE and the Fuel Supplier may, and the MEPE must, attend the independent verification. The results of the independent verification will be binding on each of the Seller, MEPE and the Fuel Supplier.

(h) If, following an independent verification of the Fuel Metering Station or any component of the Fuel Metering Station, it is determined that the measurements relating to the use of Fuel by the Seller are incorrect for any particular period of

time, the parties must work together in good faith to determine what measurements should have been used for the relevant period. If the parties are not able to agree on appropriate alternative measurements within 30 days from the date of the independent verification, either party may refer the matter for determination by an Expert in accordance with Section 14.2.

(i) Nothing in this Section in any way limits the obligations of MEPE to supply Fuel in accordance with Section7.1.

3.5 Communication Requirements

3.5.1 The Seller shall install, maintain and operate the instrumentation set relating to metering. The Seller shall also provide tele-metering equipment to facilitate remote monitoring of the measurements and indications of such instrumentation.

3.5.2 All installation, maintenance, lease, service or purchase costs for communications and remote indication units at the Facility specified in Schedule 13 shall be paid by the Seller. The costs of communications between the Facility and MEPE shall be borne by the Seller unless initiated by MEPE.

3.6 Initial Inspection of the Connection Point

3.6.1 When the Facility's switchyard is ready for the Connection to be energized, the Seller shall so notify MEPE in a statement to such effect in a form reasonably acceptable to MEPE. The inspection and testing of the Connection Point and the Facility's switchyard in accordance with Schedule 18 shall be scheduled for a date agreed by the Parties which shall be not more than fourteen (14) days after MEPE's receipt of such statement.

3.6.2 On the date agreed upon pursuant to Section 3.6.1, the Seller shall carry out the inspection and testing of the Connection Point and Facility's switchyard in accordance with Schedule 18. MEPE may attend and monitor the inspection and testing of the Connection Point and the Facility's switchyard.

3.6.3 MEPE shall review the results of the inspection and testing of the Connection Point and the Facility's switchyard to meet the requirements set out in Schedule 18.

3.6.4 If MEPE reports that the Facility's switchyard or the Connection Point is not ready for energizing, the Seller shall, at its expense, make such changes to the Facility's switchyard or Connection Point as are required and inform MEPE when a further

inspection can take place. MEPE and the Seller shall agree on a date for this inspection. If after such inspection MEPE has reported that the Facility's switchyard or the Connection Point are not ready, MEPE and Seller shall determine and remedy the cause of such unreadiness. The cost of the remedy shall be borne by the Party which is responsible for the cause of such unreadiness.

3.7 Testing

3.7.1 Before the Commercial Operation Date of Facilities, at the entire completion of the Facility, of the Facility, the Seller shall conduct the Net Capacity Test for the Facility. Such test will (i) determine the Facility's Dependable Contracted Capacity, and (ii) verify the Facility's Contracted Operating Characteristics. The Seller shall provide thirty (30) days' advance written notice to MEPE of such test of the Facility. Subject to the provisions in Schedule 14 regarding restarting tests that have been interrupted, after such thirty (30) days' notice has been given, the Seller shall provide at least seven (7) days' prior written notice to MEPE of any rescheduling of the date of such test. MEPE, at its expense, may attend and monitor the Net Capacity Test of the Facility.

The MEPE will try his best but not guarantee to arrange both Zawdika gas and Yadanar gas for the Net Capacity Test of the Facility. The Seller shall bear the costs and expenses of the Net Capacity Tests, and the Fuel shall be supplied by MEPE at no cost during the testing. The maximal quantity of the fuel at no cost for testing is 10000GJ before reliability test, and 18.6mmcf/day Zawdika gas for 7 days reliability test. The extra gas consumption cost for the testing shall be paid by the Seller and calculated by using the Fuel Supplier's price (Settlement price between Fuel Supplier and MEPE).

3.7.2 After the Commercial Operation Date of Facilities, the Facility shall be tested annually before dry season during each Contract Year (and after each time the Facility is withdrawn from service for a major overhaul, modification or renovation) to establish the Dependable Contracted Capacity. The Dependable Contracted Capacity so established (i) may be more or less than the previously established Dependable Contracted Capacity for the Facility, but (ii) may not exceed the Facility's Contracted Capacity. The Seller shall bear the costs and expenses of all such annual tests.

3.7.3 MEPE shall have the right to require the Seller to conduct a Net Capacity Test for the Facility upon seven (7) days prior written notice to the Seller if MEPE reasonably believes that the generating capacity of the Facility has been permanently reduced below the Dependable Contracted Capacity then in effect for the Facility for any reason whatsoever except (i) a condition caused by the MEPE System (including Force Majeure affecting MEPE), or (ii) a Planned Outage. The Seller shall bear the costs and expenses of any test required by MEPE under this Section 3.7.3, MEPE will bear the fuel cost for the test.

3.7.4 The Seller shall have the right to conduct Net Capacity Tests to establish a new Dependable Contracted Capacity for the Facility upon thirty (30) days prior written notice to MEPE. The Seller may request such determinations of Dependable Contracted Capacity on no more than four (4) occasions in any Contract Year, exclusive of any such determinations requested by MEPE pursuant to Section 3.7.3. The Seller shall bear the costs and expenses of any test required under this Section, and any expenses incurred by MEPE in attending and monitoring such tests.

3.7.5 The Dependable Contracted Capacity of the Facility after completion of entire Facility shall be the Dependable Contracted Capacity established by the most recently conducted Net Capacity Test of the Facility. The Dependable Contracted Capacity so established may not exceed the Facility's Contracted Capacity. The Dependable Contracted Capacity established for the Facility in the most recently conducted Net Capacity Test shall be effective until the Dependable Contracted Capacity for that Facility is next determined in accordance with this Section 3.7 and Schedule 14.

3.8 Financing Arrangements

3.8.1 No later than the date falling 60 days before the date on which the Seller intends to enter into any Financing Documents in connection with the initial Debt Financing for the Project (which must have a Financial Close Date falling no later than the Scheduled Financial Close Date), the Seller must, for information purposes only, provide MEPE with a detailed term sheet setting out the material terms of the proposed Debt Financing to which the Financing Documents relate. The Seller must also, upon MEPE's request, provide to MEPE:

(a) a detailed draft Financial Model for the Project incorporating the terms of the

proposed financing; and

(b) as soon as reasonably practicable after the relevant documents are produced, drafts of the material Financing Documents.

3.8.2 The Seller may not enter into any Refinancing Documents if MEPE has not approved the Refinancing Documents in accordance with the terms of this Section 3.8.

3.8.3 No later than the date falling 60 days before the date on which the Seller intends to enter into any Refinancing Document, the Seller must provide to MEPE:

(a) a detailed term sheet setting out the material terms of the proposed financing to which the Refinancing Document relates;

(b) a detailed draft Financial Model for the Project incorporating the terms of the proposed refinancing; and

(c) as soon as reasonably practicable after the relevant documents are produced, drafts of the material Refinancing Documents, together with a request to enter into the Refinancing Documents.

3.8.4 MEPE must review any documents provided under Section 3.8.3 above and:

(a) if MEPE forms the view (acting reasonably) that the relevant documents are acceptable, promptly approve the entry into of the relevant Refinancing Documents; or

(b) if MEPE forms the view (acting reasonably) that the relevant documents are not acceptable because the arrangements proposed under the relevant documents would, or would be reasonably likely to, materially impair the Seller's ability to perform its obligations under this Agreement or the proposed arrangements (including with respect to the identity of the proposed Financing Parties) are inconsistent with any formal policy of any relevant Governmental Authority or would breach any applicable Laws, promptly notify the Seller of this and provide reasonable details of why the proposed Refinancing Documents are not acceptable.

3.8.5 If the first Financial Close for any Debt Financing occurs on or before the date falling three months after the Construction Commencement Date then, with respect to any subsequent refinancing of any existing Debt Financing after the Project Commercial Operation Date which provides lower debt service costs, has a longer payment schedule, increases the amount of Debt Financing or is

otherwise financially advantageous to the Seller when compared to the existing Debt Financing, MEPE may, together with any response provided by MEPE under Section 3.8.4 above, require an adjustment to the calculation of Capacity Payments (as a condition to the issuing of its approval of the entry into of the relevant Refinancing Documents) to provide for MEPE and the Seller to equally share (on a 50/50 basis) the financial benefit of the refinancing (net of applicable costs, including any hedging related costs and any cost related to the prepayment of existing Debt Financing and after Taxes) and, subject to Section 3.8.6 below, the Capacity Payments will, from Financial Close of the refinancing, be calculated in accordance with that adjustment. This Section 3.8.5 will not apply to, and MEPE shall not be entitled to any share of any financial benefit that the Seller receives in connection with, any subsequent refinancing of any existing financing of the Seller:

(a) if the first Financial Close for any Debt Financing occurs after the date falling three months after the Construction Commencement Date; or

(b) if the relevant subsequent refinancing is comprises additional borrowings and/or contributions in respect of cost overruns, restoration and remediation costs, costs attributable to the effects of Governmental Force Majeure or Force Majeure (other than Governmental Force Majeure), step-in rights or otherwise for the purpose of remedying any default in respect of the Project, to the extent of those additional borrowings and/or contributions.

3.8.6 If the Seller receives:

(a) a notice under Section 3.8.4(b) above from MEPE, the Seller must address any matters raised in the notice and, once the Seller is satisfied that all matters have been addressed, re-submit the relevant documents in accordance with Section 3.8.3 above; or

(b) a written requirement to adjust the calculation of Capacity Payments under Section3.8.5 above, the Seller may, if it does not agree with the calculation of the adjustment, within 14 days of having received the notification from MEPE, provide a written response to MEPE setting out (in sufficient detail as required by MEPE) the Seller's calculation of the financial benefit provided to it by the proposed refinancing and the associated adjustment to the calculation of Capacity Payments (together with any supporting evidence or reasoning that the Seller (acting reasonably) considers to be relevant) required to reflect the equal

sharing of the financial benefit of the proposed refinancing between the Seller and MEPE.

3.8.7 If MEPE receives a response from the Seller under Section 3.8.6(b) above, MEPE must consider the Seller's response and:

(a) if MEPE agrees with the proposed adjustment to the calculation of Capacity Payments proposed by the Seller, promptly notify the Seller in writing that it accepts the Seller's proposal, in which case the adjustment to the calculation of Capacity Payments will take effect on that basis on and from the date of Financial Close of the relevant refinancing; or

(b) if MEPE does not agree with the proposed adjustment to the calculation of Capacity Payments proposed by the Seller, MEPE must, acting in good faith and taking into consideration the calculations (and any supporting evidence or reasoning provided by the Seller pursuant to Section 3.8.6 (b) above) promptly provide the Seller in writing with the details of the adjustment to the calculation of Capacity Payments that will take effect on and from the date of Financial Close of the relevant refinancing.

3.8.8 If:

(a) following the date of the Seller's re-submission of the relevant documents to MEPE under Section 3.8.6(b) above, MEPE and the Seller cannot agree upon the terms of any Refinancing Documents to be entered into, either party; or

(b) the Seller does not agree with the proposed adjustment to the Capacity Payments provided or confirmed by MEPE under Section 3.8.7(b) above, the Seller, may refer the matter for determination by an Expert in accordance with Section 14.2..

3.8.9 Following receipt by the Seller of a notice from MEPE under Section 3.8.4(a) above and the adjustment to the calculation of Capacity Payments having been agreed or, following a determination by an Expert pursuant to Section 3.8.8 above which results in the form of the relevant Refinancing Documents being settled or deemed to be approved, the Seller may enter into the relevant Refinancing Documents in the appropriate form.

3.8.10 If MEPE does not provide a notice under Section 3.8.4 above either approving or not approving the relevant Refinancing Documents within 30 days of the Seller making a request for approval in accordance with Section 3.8.3 above, MEPE will

be deemed to have approved the relevant Refinancing Documents, will be deemed to have waived any entitlement it would have otherwise had to adjust the calculation of Capacity Payments to allow it to share in the financial benefit of any refinancing and the Seller may enter into the Refinancing Documents deemed to have been approved.

3.8.11 Without limiting any other provision of this Section, the Seller must, for information purposes only, within 30 days of the entry into any Financing Documents, provide certified copies of the Financing Documents to MEPE.

3.9 Review by MEPE

Notwithstanding any other provisions of this Agreement, any review by MEPE of any materials, documents, designs, drawings, schedules, design data or other information submitted by the Seller concerning the Facility under this Agreement or prior to the execution of this Agreement, or any consent by MEPE under Section 3.2.5 to any modification in the Facility's construction, or any inspection or testing of the Facility by MEPE, or any presence of MEPE to witness any test performed by the Seller, whether undertaken pursuant to this Agreement or not, shall not be deemed to constitute an endorsement of the Facility nor a warranty or other assurance by MEPE of the safety, durability or reliability of the Facility, nor release the Seller of any of its obligations under this Agreement.

Section 4 Provision and Purchase of Availability and Electricity

4.1 Obligation to Provide Dependable Contracted Capacity and Contracted Operating Characteristics

4.1.1 In consideration of MEPE's agreement to Payments to the Seller on the terms and conditions of this Agreement, the Seller shall throughout the Term maintain, repair and operate the Facility as required by Prudent Utility Practices and all applicable Laws to ensure the provision of the Dependable Contracted Capacity and the Contracted Operating Characteristics.

4.1.2 The Seller shall ensure that it does not at any time issue or allow to remain outstanding, with respect to the Facility, a declaration of revised Operating Characteristics which declares the Availability and Operating Characteristics of

the Facility at levels or values different from those that the Facility could achieve at the relevant time except:

(a) during periods of Planned Outage or otherwise with the consent of MEPE;

(b) while repairing or maintaining the Facility or equipment necessary to the operation of the Facility where such repair or maintenance cannot reasonably, in accordance with Prudent Utility Practices, be deferred to a period of Planned Outage;

(c) where necessary to avoid an imminent risk of injury to persons or material damage to property (including the Facility);

(d) if it is not lawful for the Seller to operate the Facility; or

(e) to the extent that the Seller is affected by Force Majeure;

4.1.3 However, provided that this Section shall not require the Seller to declare Availability or Operating Characteristics exceeding the requirements specified in Schedule 1.

4.2 Sale and Purchase of Electricity

4.2.1 The Seller shall deliver to the Connection Point and sell to MEPE, and MEPE shall purchase from the Seller, on the terms and conditions of this Agreement, the Net Electrical Generation. The Net Electrical Generation delivered to MEPE shall be measured at the Metering Point using the Primary Metering Equipment. If the Primary Metering Equipment is inaccurate, otherwise defective or being tested pursuant to Section 3.3, the measurements recorded by the Back-Up Metering Equipment shall be used to measure the Net Electrical Generation.

4.2.2 The Seller shall not deliver any electricity generated by the Facility to any third party during the Term or any extension of the Term made in accordance with this Agreement.

4.2.3 The Net Electrical Generation shall be calculated by the net transmitted power to MEPE system deducting back feed power from MEPE system.

4.3 Dispatch Instructions

The Seller shall operate the Facility as a fully dispatch able facility. Subject to the terms and conditions of this Agreement, MEPE shall have the sole right and discretion to schedule and Dispatch the generation of electricity from the Facility and the delivery

thereof into the MEPE System, provided that MEPE shall Dispatch the Facility in a manner that is consistent with:

(a) the principle of merit order Dispatch, subject to the needs of the MEPE System;

(b) the Prudent Utility Practices; and

(c) all applicable Law, regulations and permits.

Except in emergency conditions, MEPE shall only issue Dispatch Instructions that are in accordance with the Seller's declared Availability and Declared Operating Characteristics of the Facility as notified by the Seller from time to time. The Seller may but shall not be obliged to comply with any Dispatch Instruction that would require the Seller to operate the Facility beyond its declared Availability or Declared Operating Characteristics at the relevant time unless such Dispatch Instruction is stated to be issued under Emergency Conditions. In emergency conditions the Seller shall not be required to operate the Facility beyond its Design Limits or in any manner that would be inconsistent with the Prudent Utility Practices.

4.4 Operation and Maintenance Reports

In each calendar quarter, the Seller shall submit to MEPE an operation report containing the information set out in Schedule 20.

Section 5 Delivery of Electricity

5.1 Quality of Supply

If at any time the supply of electricity from the Facility does not comply as to its electrical characteristics or this Agreement dealing with the connection as a result of the breach by the Seller of any such requirements:

the Seller shall take the steps necessary pursuant to the Prudent Utility Practices to remedy such non-compliance as soon as possible

5.2 Title and Risk of Loss

Title to and risk of loss of any electricity generated by the Facility and delivered to MEPE in accordance with this Agreement shall pass to MEPE at the Connection Point

5.3 Failure of the System and Fuel Supply

The calculation of payments to the Seller under Schedule 2 shall not include any deductions for:

(a) any failure, restriction or outage of transmission facilities on the MEPE side of the Connection Point;

(b) any action which the Seller is obliged or entitled to take due to any frequency excursion on the MEPE System outside the frequency ranges and time limitations set out in Schedule 1;

(c) any reduction of the Net Electrical Generation of the Facility instructed by MEPE;.

(d) any failure, restriction, outage or shortage of Fuel Supply.

Section 6 Payments

6.1 Calculation of Payments

6.1.1 From the Commercial Operation Date of Facility to the end of the Term, the Seller shall be entitled to receive payments from MEPE calculated in accordance with the provisions of Schedule 2.

6.1.2 The fuel cost shall be paid by MEPE and MEPE will check the fuel consumption based on guaranteed heat rate defined in Schedule 2 . If the actual fuel consumed by Facility metering as mention in Section 3.4 will higher than the guaranteed heat rate, if due to efficiency of Facility, the Seller shall pay the extra gas cost as penalty. The gas price for extra gas usage will be the same amount defined by the fuel supplier based on heat value (HV) referred to Schedule2 and Section 7.1.

6.2 Notices of Availability and Declared Operating Characteristics

6.2.1 The Seller shall keep MEPE advised of the Availability and Operating Characteristics of the Facility by issuing Availability Notices and Outage Notices.

6.2.2 Any Availability Notice or Outage Notice may be given by telephone. The Notice shall be confirmed by facsimile as soon as possible thereafter and in any event shall be sent to MEPE within two hours. Where a facsimile is so sent by way of confirmation it shall state clearly that it is in confirmation of a Notice already given by telephone and must state the exact time at which the Notice was given by telephone.

Section 7 Fuel Supply

7.1 Fuel Supply

7.1.1 For the purposes of operating the Facility, MEPE will supply the Fuel at least 20 mmcf per day based on the quality and quantity of Zawtika gas field or any other gas field similar gas quality from the fuel supplier as First Priority.

7.1.2 From the Facility is ready for pre-operation testing, MEPE shall ensure that Fuel delivered under this Section will be made available to the Seller to the Fuel Delivery Point, with the quality specified in Schedule 4.

7.1.3 The Seller will ensure that its Facilities for receipt of Fuel are manned on a twenty-four hour basis and will establish continuous communication with the Fuel Supplier in this respect in accordance with the Fuel Supplier's operating procedures in effect from time to time.

7.2 Change in Quality

7.2.1 If fuel parameters (e.g. composition, LHV (lower heating value)) are changing during plant concession period the contractual quantities shall be subject to adjustment. MEPE Systems shall notify the Seller immediately and in writing within 48 hours after being aware of such changes and vice versa.

7.2.2 Subject to the other terms of this Section 7 all Fuel supplied by MEPE must conform to the quality standards for Fuel set out in the Fuel Specifications.

7.2.3 If the gas specification decsribed in Schedule 4 is changed to minimum 654 btu/scf (between five percent lower or higher) in low heating value, the Seller have to adjust the gas turbine at its own cost to run with the new gas specification. MEPE will give the reasonable time (maximun 25 days) to adjust the gas turbine. MEPE will increase or decrease the daily gas volume such that the total heat value is equivalent to the total heat value of 20 mmcf per day from Zawteka gas field with low heating value of 849 btu/scf. This period for adjustment of the gas turbine shall not be considered any default to the Seller.

7.2.4 Tests to determine the quality of Fuel delivered will be conducted by the Fuel Supplier. The Seller may, at any time and at its own cost, conduct tests to verify the quality of Fuel delivered.

7.2.5 The Seller must, at its own cost and expense, on its side of the Fuel Delivery Point install Fuel metering and testing equipment as it may consider appropriate to monitor the quantity and quality of Fuel delivered to the Facility.

7.3 Non-Conforming Fuel

7.3.1 Subject to Section 7.3.2, the Seller will accpet the ten percent variation (between five percent lower or higher) of the Zawtika (low heating value is 849 btu/scf) gas and Yadana gas (low heating value is 654 btu/scf). If MEPE supply the new Fuel (other than the Zawtika and Yadanar), but the low heat value of the new Fuel shall not be lower than 621btu/scf, and both parties shall discuss mutually to run the gas turbine with new Fuel specification.

7.3.2 The Seller agrees to use its reasonable endeavours to accept delivery of and utilise any Fuel that does not meet the relevant Fuel Specifications to the extent the use of that Fuel would not damage in any material respect the Facility or any part of the Facility or void any manufacturer's or long term service contractor's warranties or otherwise have a material adverse economic impact on the operation of the Facility or cause the Seller to violate applicable environmental Laws. If the new Fuel can not used by the Facility in accordance with the Prudent Utility Practices, the Seller will not accept the new Fuel, and such action will not be the default of the Seller.

7.3.3 If the Seller utilises non-conforming Fuel, there are to be no adjustments to any Guaranteed Electrical Energy Payments under Schedule 2 for the supply of Fuel during the relevant period to the extent that non-conforming Fuel is utilised.

7.3.4 Notwithstanding the provisions of Section 7.3.1 to 7.3.3, MEPE will in no event be liable to the Seller for any damage to the Facility or any part of the Facility resulting from the use of Fuel that does not conform to the Fuel Specifications.

7.4 Risk of Loss

7.4.1 The seller shall not be responsible for and will not bear the risk of damage to or loss of Fuel, for whatever reason, prior to the delivery of the Fuel to the Seller at the Fuel Delivery Point.

7.4.2 The Seller will be responsible for and will bear the risk of damage to or loss of Fuel, for whatever reason, at all times from and after the delivery of the Fuel at the Fuel Delivery Point.

7.5 Title to Fuel

Title to Fuel will at all times remain with MEPE until the time the Fuel is utilised by the Seller for the generation of electricity from the Facility.

7.6 Compensation for Fuel Supply Arrangements

If new Fuel Supply agreement could be signed between MEPE and Fuel Supplier in the future to supply the required amount of the Facility, the Parties shall discuss the Term and Condition of the Fuel Supply agreement with good faith for take of pay of the gas supply.

The Seller acknowledges that MEPE has entered into the Fuel Supply agreement for the purpose of supplying Fuel to the Facility to allow the Seller to generate electricity at levels consistent with the relevant Contracted Capacity throughout the Term. If the new Fuel Supply agreement may be signed between MEPE and the Fuel Supplier, MEPE will continue ensure such conmsistent fuel supply to the Facility

Section 8 Environmental, Social and Labor Requirements

8.1 The Seller must comply with (and ensure that: (x) its employees, officers, contractors, servants and agents comply with; and (y) the development and construction of the Transmission Facilities and the development, construction and operation of the Facility complies with); and the applicable standards applying under each of:

(a) Schedule 8 (Environmental, Social and Labor Standards and Requirements);

(b) applicable environmental, social and labor Laws;

(c) the IFC Performance Standards (January 2012);

(d) the World Bank Group / IFC Environmental, Health and Safety Guidelines (April 2007) including without limitation, the General EHS guidelines, the World Bank Group / IFC Environmental, Health and Safety Guidelines for Thermal Power Plants (December 2008) and the World Bank Group / IFC Environmental, Health and Safety Guidelines for Electric Power Transmission and Distribution (April 2007); and

(e) any environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents.

If, in respect of any particular matter, there is a conflict between the various

standards and requirements imposed under this paragraph, the more stringent of the standards will apply.

8.2 If, after the date of this Agreement, the Seller is required by a Change in Law to meet environmental, social or labor standards that are more stringent than those set out in Section 8.1 above, the Seller may submit to MEPE a certificate setting out the details of increased costs resulting from that change, in accordance with the provisions of Section 16. The certificate must include, or be accompanied by, sufficient information and data to demonstrate that the lowest-cost option consistent with Prudent Practices to comply with the relevant environmental, social or labor Law has been selected. MEPE and the Seller must promptly determine, in good faith, any necessary adjustments in accordance with Section 16. For the avoidance of doubt, in the absence of a relevant Change in Law, the Seller will only be required to comply with environmental standards specified in Schedule 8 (Environmental, Social and Labor Standards and Requirements) and those standards specified in paragraphs (c) and (d) of Section8.1 above as in effect as at the date of this Agreement.

8.3 The Seller must establish environmental management systems and facilities to ensure that the applicable environmental, social or labor Laws and the standards required under this Section are complied with or exceeded.

8.4 The Seller must provide an annual report on all relevant aspects of the Seller's environmental facilities, activities and performance no later than thirty (30) days following the end of each Contract Year. The annual report on environmental performance must contain a statement of assurances to the effect that all applicable environmental, social or labor Laws have been complied with or, where that is not the case, must contain details of any failure to comply with the relevant environmental, social or labor Laws and the actions instituted to prevent these failures from recurring.

8.5 Unless otherwise required in writing by MEPE in connection with a transfer of the Facility pursuant to Section 13 or Schedule 21 (Transfer Procedure), the Seller must not sever its possession of and legal responsibility for the Facility until appropriate remediation work in accordance with the applicable standards set out in Section 8.1 above has been completed with respect to the Site, including with respect to all environmental waste and hazardous conditions. This obligation of the Seller will not, in any way be reduced in circumstances where MEPE has exercised its step-in rights under Section 10.3, although, the Seller will not, in any

circumstances be responsible for any environmental waste or hazardous conditions on the Site which are the direct result of action taken by MEPE.

Section 9 Milestones and Duration of Agreement

9.1 Initial Term

Whatsoever may be the date of signing of this agreement, it will become effective for a period of thirty (30) years from the Commercial Operation Date of the Facility, unless otherwise extended or terminated in accordance with the provisions of this Agreement.

9.2 Survival of Rights on Termination

The expiration or termination of this Agreement shall not affect any rights or obligations which may have accrued prior to or in connection with such expiration or termination, and shall not affect continuing obligations of each of the Parties under this Agreement or any other agreement between the Parties which are expressed to continue after such expiration or termination.

9.3 Extension of Agreement

The Term may be extended upon terms and conditions mutually satisfactory to the Parties.

9.4 Milestones

The Seller must comply with the following scheduled milestones in connection with the development and construction of the Transmission Facilities, New Fuel Infrastructure and Facility, by delivering to MEPE in form and substance satisfactory to MEPE each of the items below by its required completion date:

Construction Commencement Date	Within thirty (30) days after Effective date
Financial Close Date	Within two hundred and twenty (220) days after Execution Date
Transmission Facilities	Within four hundred and eighty (480)days after

Handover Date	Effective Date
New Fuel Infrastructure Handover Date	Within five hundred and forty (540) days after Effective Date
Energizing Date of Facility	Within five hundred and seventy (570) days after Effective Date
Commercial Operation Date of Phase 1	Within seven hundred and twenty (720) days after Effective Date

Construction of the Project is completed earlier than otherwise anticipated and specifying proposed alternative dates for each of the dates specified in Section 9.4 that have yet to be achieved as at the date of the relevant notice, provided that the Seller shall issue a notice with respect to Phase 1, to MEPE by no later than the date falling three months before the proposed Phase 1 Commercial Operation Date for the Facility set out in the notice.

For the avoidance of doubt, MEPE have right to reject the notice issued later than the dates set forth in the paragraph above. The Seller shall implement as the Mile Stone Dates described above if MEPE will consider that the alternative dates are not reasonable.

This Agreement will be deemed to be amended that the dates set out in Section 9.4 will be substituted the dates set out in the notice if MEPE accept the notice.

9.5 Extension of Mile Stones and Term

9.5.1 Subject to Section12, each of the dates set out in Section9.4 will be equitably extended to take into account the effect of the Force Majeure (including Governmental Force Majeure) preventing the achievement of the relevant date that has occurred and is continuing.

9.5.2 Each of the dates set out in Section9.4 will be equitably extended where failure to achieve the relevant date is due to the actions or omissions of MEPE, the MEPE, the Fuel Supplier or any Governmental Authority party to a Governmental Project Agreement (which failure is not otherwise attributable to the Seller, a Shareholder, the EPC Contractor, the operator of the Project or any other contractor or subcontractor of any of them).

9.5.3 For each day of Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure occurring after the Commercial Operation Date of the Generating Unit, the Term of this Agreement will be extended by one day, up to a maximum number of days equal to any Force Majeure Grace Period that applies to the relevant Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure affecting either party.

9.5.4 For each day of Force Majeure (other than Governmental Force Majeure) affecting the Seller occurring after the Commercial Operation Date of the Generating Unit, the Term of this Agreement will be extended by one day.

Section 10 Default and Termination

10.1 Termination by the Seller

10.1.1 Each of the following events will be considered an **Event of Default** by MEPE:

(a) MEPE fails to pay any undisputed amount due and payable to the Seller under this Agreement, and the failure to pay continues unremedied for a period of sixty (60) days after the date on which the Seller gives notice of the failure to MEPE.

(b) MEPE is dissolved or liquidated, other than voluntary dissolution or liquidation part of a reorganization, privatization or reincorporation;

(c) MEPE is reorganized, privatized reincorporated or abolished by law or any other governmental action, without, in all cases, any successor being one or more of following:

(i) an entity owned or controlled by the Government of the Republic of the Union of Myanmar.

(ii) an entity not owned or controlled by the Government of the Republic of the Union of Myanmar but which is capable of performing the obligations of MEPE under this Agreement is reasonably acceptable to the Seller;

(iii) Any other entity reasonably acceptable to the Seller.

(d) except as permitted in accordance with Section 23.4, MEPE makes a general assignment of this Agreement or any of its rights under it or of its interest in the Transmission Facilities or the Facility for the benefit of its creditors;

(e) any representation or warranty made by MEPE in this Agreement is false or

misleading in any material respect when made or when deemed to be made or repeated;

(f) MEPE enters into voluntary insolvency proceedings or is declared bankrupt any insolvency law;

(g) MEPE fails to replace an yearly letter of credit for the payment as required under Section 11.6 and the failure remains unremedied for a period of 30 days; or

(h) MEPE fails to comply with any of its material obligations under this Agreement, the Ministry of Electric Power fails to comply with any of its material obligations under the Governmental Project Agreement or any Governmental Authority fails to comply with its material obligations under any other Governmental Project Agreements and, in each case, the failure to comply continues unremedied for a period of 60 days from the date the Seller gives notice to MEPE, the Ministry of Electric Power or other relevant Governmental Authority (as applicable) of the failure to comply or, if a further period is required to remedy the failure and, at all times during the 60 day period and this further period, MEPE, the Ministryof Electric Power or other relevant Governmental Authority (as applicable) is using all reasonable endeavors to remedy the relevant failure, a further period of 120 days.

10.1.2 Without limitation to any other remedy available to it and subject to any applicable remedy period specified in the relevant provisions having expired, the Seller will be entitled to immediately terminate this Agreement by written notice to MEPE if an Event of Default by MEPE has occurred.

10.1.3 If this Agreement is terminated pursuant to Section 10.1.2, above, the provisions of Schedule 23 (Termination) will apply.

10.2 Termination by MEPE

10.2.1 Each of the following events will be considered an **Event of Default** by the Seller;

(a) the Seller fails to pay any undisputed amount due and payable under this Agreement or any Governmental Project Agreement and the failure to pay continues unremedied for a period of 60 days after the date on which MEPE gives notice of the failure to the Seller;

(b) at any time after the Commercial Operation Date of the Facility, damage (excluding any damage caused by Force Majeure) to the Facility, renders the Facility substantially incapable of generating electricity and the parties agree (or it is otherwise determined as the result of a Dispute under Section 14) that it is

unlikely that the Facility can be restored within 18 months from the date the damage occurred to a condition that will allow:

the Dependable Contracted Capacity established for Facility that has, at the time of the damage, achieved its Commercial Operation Date to be at least 80 percent of its Contracted Capacity immediately following restoration.

(c) if the parties agree (or a determination is made pursuant to a Dispute under Section 14) on restoration of the Facility in accordance with paragraph (b) above, the Seller fails to carry out the restoration within the timeframe specified in paragraph (b) above and the restoration remains uncompleted 90 days from the date on which MEPE gives notice of this failure to the Seller;

(d) the Seller is dissolved of liquidated, other than voluntary dissolution of liquidation as part of a reorganization or reincorporation;

(e) except as permitted in accordance with Section 23.4, the Seller makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the Facility for the benefit of its creditors or the Seller transfers all or substantially all of its assets to another person;

(f) the Seller enters into voluntary insolvency proceedings or is adjudicated bankrupt under any insolvency law;

(g) the Seller fails to comply with any of its material obligations under this Agreement or any Governmental Project Agreement and the failure to comply continues unremedied for a period of 90 days from the date on which MEPE gives notice of the failure to comply to the Seller;

(h) the Construction Commencement Date fails to occur by the Scheduled Construction Commencement Date and the Construction Commencement Date has still not occurred 60 days after the date on which MEPE gives notice of this failure to the Seller;

(i) the Transmission Facilities Handover Date fails to occur by the Scheduled Transmission Facilities Handover Date and the Transmission Facilities Handover Date has still not occurred 90 days after the date on which MEPE gives notice of this failure to the Seller;

(j) Commercial Operation Date of the Facility fails to occur by its Scheduled Commercial Operation Date and the relevant Commercial Operation Date of the Facility has still not occurred 90 days after the date on which MEPE gives notice of this failure to the Seller;

(k) the Seller abandons the Project for 45 consecutive days and, after receiving

notice from MEPE, fails;

(i) to indicate within 10 Business Days of receipt of the notice, its intent to resume such activities within a period of time acceptable to MEPE; and
(ii) to resume the Project activities within that period of time;

(l) there is a transfer of an equity ownership interest in the Seller which falls outside the permitted transfers set out in Section 22 and MOEP's prior written approval of the transfer, to the extent required by Section 22, has not been given and the breach continues unremedied for a period of 30 days from the date on which the transfer occurred;

(m) at any time after the Commercial Operation Date of the Facility, during any period of 24 consecutive months, the aggregate Actual Availability of the Facility which have achieved a Commercial Operation Date prior to or during that 24 month period falls below 80 percent of the Guaranteed Availability for that period, provided that the accrual of the 24 month period will exclude periods during which;

(i) it is not lawful for the Seller to operate the Facility due to causes not attributable to the Seller;
(ii) the Seller is affected by Force Majeure or Governmental Force Majeure; or
(iii) the Facility is being restored in accordance with Section 12.7 or paragraph (ii) above;

(n) the Seller fails to achieve Financial Close by the Scheduled Financial Close Date (other than to the extent that the delay is caused by any action or inaction of MEPE or another Government Authority), unless by that date it has provided MEPE with copies of irrevocable and unconditional written commitments from the Shareholders (or any of their Affiliates reasonably acceptable to MEPE) to provide capital contributions to the Seller in amounts sufficient to enable the Seller to fund the development, construction and completion of the Facility;

(o) at any time after the Commercial Operation Date of the Facility, during any two consecutive Dry Seasons, the aggregate Actual Availability of the Facility which has achieved a Commercial Operation Date prior to or during those two Dry Seasons falls below 80 percent of Guaranteed Availability required for the relevant Dry Seasons, provided that periods during which;

(i) it is not lawful for the Seller to operate the Facility due to causes not attributable to the Seller;

(ii) the Seller is affected by Force Majeure or Governmental Force Majeure; or

(iii) the Facility is being restored in accordance with Section 12.7 or paragraph (b) above,

will be excluded from the determination of Actual Availability during the applicable Dry Seasons;

(p) the Seller enters into any Refinancing Documents without the prior approval of MEPE pursuant to Section 3.8;

(q) the Seller fails to provide Construction Security to MEPE by the date required under Section 11.2.1, and the relevant Construction Security has still not been provided 60 days after the date on which MEPE gives notice of this failure to the Seller;

(r) any representation or warranty made by the Seller in connection with this Agreement is false or misleading in any material respect when made or when deemed to be made or repeated; or

(s) the Seller delivers electricity to a third party in breach of Section 4.2.2, and delivery of electricity to the relevant third party continues on the date 90 days after MEPE gives notice to the Seller of the breach.

10.2.2 Without limitation to any other remedy available to it, and subject to any applicable remedy period specified in the relevant provisions having expired, MEPE will be entitled to immediately terminate this Agreement by written notice to the Seller if an Event of Default by the Seller has occurred.

10.2.3 If this Agreement is terminated pursuant to Section 10.2.2 above, the provisions of Schedule 23 (Termination) will apply.

10.3 Step-In Rights

10.3.1 MEPE may assume operational responsibility (in full or in part) for the Facility in the capacity of an operator in the place of the Seller or any third party operator appointed by the Seller in order to continue operation of the Facility or complete any necessary repairs required to ensure uninterrupted availability of electrical energy from the Facility.

10.3.2 The step-in rights specified in Section10.3.1 above will be available to MEPE at any time during which an Event of Default by the Seller has occurred and is continuing which could reasonably be expected to materially adversely affect the Seller's ability to operate and maintain the Facility in accordance with this Agreement.

10.3.3 Notwithstanding Section10.3.2 above, MEPE may step-in prior to an Event of Default having occurred at any earlier time when the Seller has breached this Agreement, but the remedy period provided for in this Agreement has not expired, if the Seller is not diligently attempting to remedy the applicable breach. For so long as the Financing Documents remain in effect, MEPE will not exercise its step-in rights:

(a) without first obtaining the consent of the Financing Parties, which the Seller must use reasonable endeavors to obtain from the Financing Parties if requested to do so by MEPE; or

(b) if operation of the Facility has been assumed by any Financing Party or any assignee or designee of the Financing Parties and who was approved in advance by MEPE.

10.3.4In connection with the exercise by MEPE of its step-in rights under this Section, the Seller must do all things required to ensure that MEPE will be able to properly operate the Facility in accordance with Prudent Practice. Without limiting the Seller's obligations under this paragraph, MEPE may expressly request any further information from the Seller and require the Seller to take any action which it considers necessary or desirable in connection with the exercise of its step-in rights and the subsequent operation of the Facility, including the assignment to it, or its designated agent or contractor, of the Seller's rights in relation to all agreements relevant to the operation of the Facility and the taking of all actions required to allow MEPE to exercise the Seller's rights under all permissions and licenses in connection with the operation of the Facility.

10.3.5 In no event will MEPE's decision to operate the Facility by way of the exercise of its step-in rights be deemed to be a transfer of title or a transfer of the Seller's obligations or liabilities as owner. During the period of its step-in MEPE will be deemed to be an independent contractor regarding the operation or repair of the Facility.

10.3.6 During any period when MEPE is operating the Facility, MEPE will:

(a) be entitled to reasonable remuneration for MEPE's services as an operator charged at the international standard rates of remuneration for comparable services;

(b) in lieu of paying any Capacity Payments and Energy Payments, make payments which the Seller is unable to meet for maintenance, repairs, insurance and

anyother operating costs of the Project (including Taxes) as are necessary to enable MEPE to operate the Facility or otherwise exercise its rights under this Section, together with all regularly scheduled payments under the Financing Documents of principal, interest, fees, indemnities, reserves and other amounts owing (in each case pro-rated for the amount attributable to such period) as notified to MEPE in writing by a designated representative of the Financing Parties; and

(c) if at that time any Debt Financing for the Project is in place, with respect to any difference between:

(i) the aggregate amount of the applicable Energy Payments due to the Seller; and

(ii) the aggregate amount payable under Section 10.3.6(b) above that would have been payable during that period, pay the funds equal to the difference into a suspense account (which is to be held on trust by MEPE for the Seller so that these funds are not commingled with other monies belonging to MEPE), for payment to the Financing Parties upon demand in accordance with the terms of the Financing Documents due to circumstances existing at the time, in each case, as notified to MEPE in writing by a designated representative of the Financing Parties.

10.3.7 The parties must cooperate with each other and execute and deliver all documents as may be necessary or desirable to meet the requirements of Section10.3.6 above.

10.3.8 The payments referred to in Section10.3.6(a) and 10.3.6(b) above will be regarded as funds advanced monthly by MEPE to the Seller to the extent not covered by the applicable Capacity Payments and Energy Payments that would have been payable during that period. MEPE will be entitled to payment of these amounts in full and with interest calculated at the Default Rate from the date each payment is due. MEPE will obtain these payments by way of deduction from the money deposited in the suspense account as stated in Section10.3.7 above or from the Capacity Payments and Energy Payments otherwise due to the Seller.

10.3.9 During any period when MEPE is operating the Facility, MEPE must use reasonable endeavors to produce and deliver electrical energy to the System, subject to the Facility being operable at the time of MEPE's step-in or later being made operable by repairs or otherwise. Throughout this period of time, MEPE must exercise due care in repairing, operating and maintaining the Facility in accordance with

Prudent Practices and, in so doing, must comply with all applicable Laws and the Grid Code. During this period, MEPE will have the same liability, including for damage to the Facility, to the Seller as would a third party operation and maintenance contractor with respect to the operation and maintenance of a facility in the condition in which MEPE finds the Facility upon exercise of its rights.

10.3.10MEPE will have the right to discontinue making payments under Section10.3.6 above and to immediately terminate this Agreement upon written notice to the Seller if at any time MEPE reasonably determines that the Event of Default leading to the exercise by MEPE of its step-in rights cannot be cured, or that the Seller is unlikely to repay, or to be able to repay, the funds advanced by MEPE under Section10.3.6 above, in which case, the provisions of Schedule 23 (Termination) will apply.

10.3.11MEPE will have the right to return operational responsibility for the Facility to the Seller at any reasonable time by giving at least 7 days' prior written notice to the Seller, provided that MEPE must return the Facility to the Seller in a condition no worse than that immediately prior to theassumption of the operational responsibility for the Facility by MEPE (ordinary wear and tear excepted).

10.3.12MEPE will not, in any circumstances, be responsible for or have any liability resulting from any conditions of the Facility or at the Site that existed prior to MEPE's exercise of its step-in rights.

10.3.13The operation of the Facility by MEPE will not relieve MEPE from its obligations to perform under this Agreement. The failure by MEPE to meet its obligations as a responsible operator of the Facility under Section10.3.9 above will not give rise to an Event of Default by the Seller for which MEPE will have the right to exercise remedies under Section 10.2.2.

10.3.14If the breach or Event of Default that led to the exercise by MEPE of its step-in rights is cured, MEPE will promptly return the operation of the Facility to the Seller and will, at that time, assign to the Seller MEPE's rights with respect to all agreements assigned by the Seller to MEPE pursuant to Section10.3.4 above.

10.4 Other Rights to Terminate

Without prejudice to any other remedy to which either Party may be entitled for breach of this Agreement, the Parties agree that Section 10 and Section 12.6 state the only circumstances in which either Party may unilaterally terminate this Agreement.

Section 11 Securities and Liquidated Damages

11.1 Liquidated Damages for Contracted Capacity Deficiencies

Commercial Operation Date of the **Facility** or annual test of the Terms, is less than ninety eight percent (98%) of its Contracted Capacity during Testing pursuant to section 3.7, the Seller shall pay to MEPE, a sum equal to USD25,000 per MW for the short fall amount, on a one-time basis only for the Facility. MEPE shall provide the natural gas, 20 mmcf per day from Zawteka gas field or other gas with heat value not lower than the Zawteka gas pursuant to Schedule 4. If the test result of Contracted Capacity is lower than the ninety five percent (95%), the Seller shall fix the Facility to meet minimum the ninety five percent (95%) of the Contracted Capacity. Notwithstanding subsequently established increases in the Contracted Capacity of the Facility pursuant to Section 3.7, MEPE shall not be required to refund any portion of the liquidated damages previously paid to MEPE pursuant to this Section 11.1.

11.2 Establishment of Seller Securities

11.2.1The Seller shall provide the Securities as follow:

(a) the Seller must provide Construction Security to MEPE in accordance with Section 3.1.1; and

(b) on the date specified in Schedule 21 (Transfer Procedure) as being the date on which the Transfer Security is to be provided, the Seller must provide the Transfer Security to MEPE,in order to secure the Seller's obligations under this Agreement.

11.2.2The Seller must maintain (or renew prior to expiry) each Seller Security until the later of:

(a) in the case of the Construction Security, the Project Commercial Operation Date; and

(b) in the case of the Transfer Security, the date specified in Schedule 21 (Transfer Procedure),

and, in each case, the date on which any amounts:

(i) which have been claimed by MEPE; or

(ii) which may become payable following the resolution of any Dispute which has been raised by either party, in each case on or before the date in paragraph (i), (ii)) or (iii) above (as applicable), have been irrevocably paid in

full. The Seller is not obliged to provide any replacement of the bank guarantees representing the Construction Security or the Transfer Security if there is a drawing on any of those Seller Securities.

11.2.3 Each Seller Security must be substantially in the form set out in Schedule 12 (Form of Seller Security).

11.2.4 If a Seller Security has a stated expiration date prior to the date that it must be maintained and MEPE does not receive a replacement security or extension endorsement on the date falling at least ten (10) Business Days prior to the then current stated expiration date of that Seller Security, MEPE will be entitled to draw on the full amount of that Seller Security and hold the proceeds as security for the Seller's obligations to be applied as contemplated in this Agreement. Any proceeds of the drawing on the relevant Seller Security will be returned to the Seller or at the Seller's direction by MEPE upon receipt by MEPE of a replacement Seller Security.

11.2.5 The Seller may provide MEPE with a written request to provide the Seller Securities (other than the Transfer Security) in the form of a single bank guarantee, rather than in separate bank guarantees. If MEPE (acting reasonably in considering such a request) accepts such a request, MEPE must promptly notify the Seller in writing of this acceptance. If a single bank guarantee is to be provided to satisfy the Seller's obligations to provide the Seller Securities (other than the Transfer Security), the face value of the relevant bank guarantee is to be in an amount equal to the aggregate amount of the Seller Securities (other than the Transfer Security) and may be reduced by:

(i) an amount equal to the required amount of the Construction Security, on the Project Commercial Operation Date,

and all other provisions relating to the Seller Securities in this Section will otherwise apply equally to the single bank guarantee that satisfies the Seller's obligations to provide the Seller Securities.

11.3 Liquidated Damages for Milestones

If the Seller fails to achieve the relevant works by the date specified in the milestones under the Section 9.4 and 9.5, the Seller shall pay to MEPE on a one-time basis from the Construction Security:

If the Commercial Operation Date of the Facility fails to occur by its Scheduled Commercial Operation Date, the Seller must pay liquidated damages to MEPE in an

amount equal to One hundred and fifty (150) US dollars per day per MW of Contracted Capacity for the number of the days.

11.4 Reasonable Liquidated Damages

The Parties acknowledge that were liquidated damages for either the Seller's or MEPE's failure to perform their respective obligations are set out in this Section 11 and Section 3, such liquidated damages

(a) appropriate amount as per Section 11.1, and Section 11.3.

(b) do not represent a penalty or consequential damages for losses sustained by MEPE or the Seller as a result of such failures, and

(c) shall be the exclusive remedies for the failure to achieve the Milestones set out in Section 9.4, provided that such liquidated damages are not intended to compensate either Party for the damage that may result from termination of this Agreement as a result of the continuation of such failures.

11.5 MEPE's Right to draw on Seller Security

11.5.1 The Seller acknowledges and understands:

(a) that MEPE has entered into this Agreement in reliance on and in consideration of the Seller's representation that each Generating Unit will be in operation with respect to Phase 1 no later than its respective Phase 1 Scheduled Commercial Operation Date; and

(b) that MEPE will include each Generating Unit in its various capacity forecasts on this basis.

11.5.2 The Seller further acknowledges and understands that in order to meet its obligations as a public utility, MEPE must have adequate assurance that construction of the Facility, and the Transmission Facilities is proceeding in a timely fashion in order to forecast adequately and meet the System's capacity needs as well as to avoid incurring production costs higher than those planned by MEPE.

11.5.3 Given this, the Seller agrees that MEPE will have the right in each instance to draw against the Seller Security in accordance with the following procedure:

(a) if the Seller becomes liable to pay liquidated damages or MEPE is otherwise entitled to compensation or other amounts which, in each case, are secured by a

amount equal to One hundred and fifty (150) US dollars per day per MW of Contracted Capacity for the number of the days.

11.4 Reasonable Liquidated Damages

The Parties acknowledge that were liquidated damages for either the Seller's or MEPE's failure to perform their respective obligations are set out in this Section 11 and Section 3, such liquidated damages

(a) appropriate amount as per Section 11.1, and Section 11.3.

(b) do not represent a penalty or consequential damages for losses sustained by MEPE or the Seller as a result of such failures, and

(c) shall be the exclusive remedies for the failure to achieve the Milestones set out in Section 9.4, provided that such liquidated damages are not intended to compensate either Party for the damage that may result from termination of this Agreement as a result of the continuation of such failures.

11.5 MEPE's Right to draw on Seller Security

11.5.1 The Seller acknowledges and understands:

(a) that MEPE has entered into this Agreement in reliance on and in consideration of the Seller's representation that each Generating Unit will be in operation with respect to Phase 1 no later than its respective Phase 1 Scheduled Commercial Operation Date; and

(b) that MEPE will include each Generating Unit in its various capacity forecasts on this basis.

11.5.2 The Seller further acknowledges and understands that in order to meet its obligations as a public utility, MEPE must have adequate assurance that construction of the Facility, and the Transmission Facilities is proceeding in a timely fashion in order to forecast adequately and meet the System's capacity needs as well as to avoid incurring production costs higher than those planned by MEPE.

11.5.3 Given this, the Seller agrees that MEPE will have the right in each instance to draw against the Seller Security in accordance with the following procedure:

(a) if the Seller becomes liable to pay liquidated damages or MEPE is otherwise entitled to compensation or other amounts which, in each case, are secured by a

Seller Security, MEPE may claim such amounts by issuing an invoice for such amount to the Seller and requiring the Seller to make direct payment to MEPE for such amount within 45 days from the date of the invoice;

(b) if the Seller fails to make payment in full of the invoiced amount by the due date, MEPE may draw on the Seller Security securing the relevant unpaid amounts in an amount equal to the invoiced amount (less, in the case of the invoice having been partially paid, any amounts actually received by MEPE with respect to the invoice) to satisfy such unpaid amount; and

(c) if the invoiced amount exceeds the amount of the applicable Seller Security, the Seller must make direct payment to MEPE of such excess amount in accordance with Section11.2 and the existence of the applicable Seller Security and any drawing on the applicable Seller Security will not in any way detract from the Seller's obligations in this respect.

11.5.4 MEPE must release or return each Seller Security (but not the proceeds of any drawings then made and drawings that may be made to satisfy unpaid claims by MEPE under this Agreement) upon the later of:

(a) the day falling 30 days after the termination of this Agreement or

(b) the day which is 30 days from the date on which the Seller ceases to be required to maintain (or renew on expiry) the relevant Seller Security under Section 11.2.2.

11.5.5 The release or return of a Seller Security will not prejudice the rights of MEPE to claim compensation arising from its rights under this Agreement.

11.6 MEPE Security

11.6.1 MEPE must establish the first MEPE Security at least 30 days before the Scheduled Phase 1 Commercial Operation Date of the First Generating Unit.

11.6.2 Subject to Section 11.6.5 below, MEPE must maintain (or replace prior to expiry each MEPE Security until the later of the expiry of the Term and the date on which any amounts that are or may be payable by way of a drawing on the MEPE Security have been irrevocably paid in full. If the amount of any MEPE Security is reduced below the estimated Capacity Payments and Energy Payments payable for the balance of the term of that MEPE Security, MEPE must, within 60 days, replenish the MEPE Security, so that the amount of the MEPE Security is greater than or equal to the amount of the MEPE Security required to be provided under this Agreement.

11.6.3 The final MEPE Security shall be released no earlier than:

(i) the date following the payment of all relevant amounts due to the Seller under this Agreement to MEPE by the day falling 30 days after the date of termination of this Agreement in accordance with Section 12.6, Section 10.1 or Section 10.2; or

(ii) if paragraph (i) above does not apply, within 30 days from the date on which MEPE ceases to be required to maintain (or replace) the MEPE Security under paragraph 11.6.2 above.

11.6.4 The release of the MEPE Security will not prejudice the rights or obligations of the Seller under this Agreement.

11.6.5 Notwithstanding paragraph 11.6.2 above, MEPE will not be required to replenish or replace an MEPE Security prior to its expiry if:

(i) MEPE has paid the Payment Invoice/Credit Note scheduled to be payable during the period commencing on the date of expiry of the relevant MEPE Security and ending on the date on which the MEPE Security is replaced, in full in advance; and

(ii) in any event, the MEPE Security is replaced by no later than the date falling 45 days after the expiry of the relevant MEPE Security.

Section 12 Force Majeure

12.1 Overview

Subject to the limitations set out in this Agreement, if either party (or, where applicable, the Fuel Supplier) is rendered unable by reason of a Force Majeure to perform, wholly or in part, any obligation set out in this Agreement (the Affected Party), then upon that party giving written notice as specified in Section 12.2 including full particulars of the relevant event, the relevant obligations of that party will be suspended or excused to the extent of the relevant Force Majeure.

12.2 Notice of Force Majeure and Consequences

12.2.1 The Affected Party must, as soon as reasonably practicable following the occurrence of the Force Majeure:

(a) notify the other party of the Force Majeure, identifying the nature of the event and the likely duration of its effect;

(b) afford the other party reasonable access to its facilities for obtaining further

information about the event, including access to the Facility, the New Fuel Supply Infrastructure, the Transmission Facilities or the System (as applicable) for the purpose of a site inspection;

(c) use, at its own cost, reasonable endeavors to remedy its inability to perform and to resume full performance of this Agreement as soon as practicable.

(d) keep the other party reasonably apprised of its efforts; and

(e) provide written notice of the resumption of performance under this Agreement.

12.2.2 Section12.2.1 (a) to (e) above will be conditions to the ability of a party to obtain relief from its obligations under this Agreement due to Force Majeure.

12.3 Limitations

12.3.1 The Affected Party will not be entitled to suspend performance under this Agreement for any greater scope or longer duration than is required by the Force Majeure or the delay directly resulting from the Force Majeure.

12.3.2 During any period of Force Majeure, MEPE will make Capacity Payments in accordance with Section 12.4.

12.3.3 Neither party will be relieved of its obligations under this Agreement, nor will any obligation of a party be suspended, solely because there may be increased costs or other adverse economic consequences incurred through the performance of its obligations.

12.3.4 Obligation of the parties that are required to be completely performed prior to the occurrence of Force Majeure will not be excused as a result of the occurrence of Force Majeure. The failure or inability of either party to satisfy a payment obligation that has arisen under this Agreement will not be excused by Force Majeure.

12.3.5 The Affected Party may only claim Force Majeure or Governmental Force Majeure based upon the performance of one or more of its contractors:

(a) to the extent that the performance of any such contractor has itself been adversely affected by an event, condition or circumstance (or any combination thereof) which is beyond the reasonable control and arising without the fault or negligence of such contractor (or any of its subcontractors); and

(b) Which, despite all reasonable efforts of such contractor to prevent it or mitigate its effects, cause a delay or disruption, of or any other adverse effects, on the performance by such contractor of any of its contractual obligations to the Affected Party.

12.3.6 If the Affected Party is entitled to claim Force Majeure or Governmental Force Majeure pursuant to Section 12.3.5, it may only obtain Force Majeure relief to the extent that the affected performance of the relevant contractor has, notwithstanding all reasonable efforts of the Affected Party to prevent or mitigate the consequences of the adversely affected performance by such contractor adversely affected the performance of the Affected Party of its obligations under this Agreement.

12.4. Payment Rights and Obligations during Force Majeure

12.4.1 If Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs after the Commercial Operation Date of the Facility, MEPE will make payments to the Seller only for the actual delivery energy payable in accordance with Schedule 2.

12.4.2 If Governmental Force Majeure affecting either party or Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier occurs before a Commercial Operation Date of the Facility and delays the occurrence of a Commercial Operation Date of the Facility past the relevant Scheduled Commercial Operation Date of the Facility (without regard to any extension under Section 9.5.3) for Governmental Force Majeure or Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier, MEPE will, unless the Facility achieves its Commercial Operation Date during the applicable Force Majeure Grace Period, in which case applicable Capacity Payments will be made from the relevant Commercial Operation Date of the Facility in accordance with Schedule 2, make Capacity Payments from the applicable Scheduled Commercial Operation Date of the Facility, but only to the extent that the Governmental Force Majeure or Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier has caused the delay.

The amount of each Capacity Payment will be calculated using the Facility's applicable Contracted Capacity. For the purposes of determining the date on which Capacity Payments will commence, the relevant Scheduled Commercial Operation Date of the Facility:

(a) will be extended by one day for each day (including the delays from the applicable Scheduled Commercial Operation Date, if any) by which the occurrence of the applicable Commercial Operation Date of the Facility is delayed due to Force Majeure (other than Governmental Force Majeure)

affecting the Seller or due to causes attributable to the Seller, its contractors, agents or any person under its responsibility; and

(b) will be extended pursuant to Section 9.5.3 for Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure affecting either party by one day for each day (including the delays from the applicable Scheduled Commercial Operation Date, if any) of any applicable Force Majeure Grace Period, but will not otherwise be extended for Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure affecting either party.

12.4.3 MEPE will make Capacity Payments under Section 12.4.2 above until the earlier of:

(a) The discontinuation of the relevant Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure;

(b) The termination of this Agreement; or

(c) In the case of Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier, any earlier date on which the Seller has been compensated for the relevant loss, including by way of the receipt of any insurance proceeds.

12.4.4 If Force Majeure (including Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure affecting the Seller occurs after the Commercial Operating Date of the Facility, MEPE will, unless, in the case of Force Majeure (including Governmental Force Majeure) affecting MEPE or the Fuel Supplier or Governmental Force Majeure affecting the Seller, the applicable event of Forced Majeure ceases during the applicable Force Majeure Grace Period, in which case Capacity Payments will only be made for Actual Availability during the applicable Force Majeure Grace Period, continue to make Capacity Payments from the later of

(a) the date of expiry of any applicable Force Majeure Grace Period; and

(b) the date on which the applicable Force Majeure occurs,

to the Seller with respect to the Facility that have achieved a Commercial Operating Date. The Capacity Payment will be:

(i) in an amount equal to the average of the applicable Capacity Payments made to the Seller with respect to the Facility over the period of six months

preceding the relevant Force Majeure or Governmental Force Majeure, excluding periods of Planned Outages, Short Notice Outages or Force Majeure;

(ii) if the relevant Force Majeure or Governmental Force Majeure occurs less than six months after a Commercial Operating Date of the Facility, in an amount equal to the average of applicable Capacity Payments made to the Seller with respect to the Facility over the period from the relevant Commercial Operating Date to the relevant Force Majeure or Governmental Force Majeure, excluding periods of Planned Outages, Short Notice Outages or Force Majeure; or

(iii) if the relevant Force Majeure or Governmental Force Majeure occurs before the end of the first Billing Period after a Commercial Operation Date of the Facility, in an amount calculated using the Facility's applicable Initial Dependable Contracted Capacity.

12.4.5 MEPE will continue to make Capacity Payments under Section12.4.4 above until the earlier of:

(a) Discontinuation of the relevant Force Majeure or Governmental Force Majeure;

(b) The termination of this Agreement; or

(c) In the case of Force Majeure (other than Governmental Force Majeure) affecting MEPE or the Fuel Supplier, any earlier date on which the Seller has been compensated for the relevant loss, including by way of the receipt of any insurance proceeds.

12.4.6 Whenever MEPE makes payments to the Seller in accordance with Section12.4.2 or 12.4.4 above, the payments will be:

(a) decreased by all costs which, as a result of either Force Majeure or Governmental Force Majeure, the Seller did not incur;

(b) decreased by the proceeds of any business interruption or delay in start-up insurance received by the Seller as a result of the Force Majeure or Governmental Force Majeure;

(c) decreased by the amount of any Capacity Payments paid for Actual Availability pursuant to Section 12.3; and

(d) increased by any additional costs necessarily or reasonably incurred by the Seller as a result of the Force Majeure or Governmental Force Majeure (which may, at MEPE's option, be structured by way of an adjustment to the Capacity Payments

which are payable during the remainder of the Term).

12.4.7 If the Initial Dependable Contracted Capacity that is established for the Facility on a Commercial Operation Date is less than the applicable Contracted Capacity for that Facility, then any applicable Capacity Payments made to the Seller before that Facility's applicable Commercial Operation Date in accordance with Section 12.4.2 above will be recalculated using the relevant Initial Dependable Contracted Capacity established for the Facility on the applicable Commercial Operation Date of that Facility. If the applicable Capacity Payments made to the Seller with respect to the Facility before the applicable Commercial Operation Date of that Facility exceed the amount reached by the recalculation, MEPE will be entitled to deduct an amount equal to the excess from future payments due to the Seller by MEPE (together with interest on that amount at the Default Rate). The deductions will be made from future Capacity Payments pro-rata over the same period of time as the excess Capacity Payments were made.

12.4.8 For the purposes of this Section, a defect, deficiency or fault in respect of the Transmission Facilities arising from the design, engineering, manufacturing, materials, equipment, components, tools, supplies, construction, testing, commissioning or workmanship of or with respect to the Transmission Facilities during the Transmission Facilities Warranty Period (as applicable) or any failure or delay by the Seller in rectifying any such defect, deficiency or fault during the Transmission Facilities Warranty Period (as applicable) when required to do so under this Agreement will only be payable to the extent that they would be payable with respect to an event of Force Majeure (other than Governmental Force Majeure) affecting the Seller.

12.5 Payments during Extension of Term

During any extension of the Term under Section9.5.3 and9.5.4, MEPE will be entitled to receive electrical energy from the Seller by making payments to the Seller determined as follows:

(a) Energy Payments, each calculated in accordance with Schedule 2 (Tariffs); and

(b) Capacity Payments to the extent of the Facility's Availability for any portion of the extension, provided that the Capacity Payments will be calculated using the rates set out in Schedule 2 (Tariffs) that would have been applied during the relevant periods of Force Majeure that give rise to an extension of the Term of this Agreement under Section 9.3.

12.6 Termination following Force Majeure

12.6.1 Either party may, by giving written notice to the other party specifying a date for termination which shall not be less than 21 days and not more than 28 days after the date of the notice, terminate this Agreement with effect from the date for termination specified in the notice, if:

(a) prior to the Project Commercial Operation Date:

(i) Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding 12 months; or

(ii) Governmental Force Majeure affecting either party occurs and continues for a period exceeding 24 months; or

(b) on or after the Project Commercial Operation Date, Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding 12 months.

Provided that, in each case, the relevant Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

12.6.2 MEPE may, by giving written notice to the Seller specifying a date for termination terminate this Agreement with effect from the date for termination specified in the notice, if:

(a) prior to the Project Commercial Operation Date, Force Majeure (other than Governmental Force Majeure) affecting MEPE occurs at any time and continues for a period exceeding 24 months; or

(b) on or after the Project Commercial Operation Date;

(i) Force Majeure (other than Governmental Force Majeure) affecting MEPE occurs and continues for a period exceeding 24 months; or

(ii) Governmental Force Majeure affecting either party occurs and continues for a period exceeding 24 months,

Provided that, in each case, the relevant Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

12.6.3 Schedule 23 (Termination) will apply to any termination by either party pursuant to Section 12.6.1 or 12.6.2 above.

12.7 Reconstruction

12.7.1 If damage to the Facility by Force Majeure (other than Governmental Force Majeure) affecting the Seller after the Commercial Operation Date of the Facility renders the Facility substantially incapable of generating electricity, the parties will determine (or in the absence of agreement by the parties an Expert will determine in accordance with Section 14.2) whether within twenty-six (26) months from the date the damage occurred, the Facility can be restored so that:

(a) the Tested Net Capacity established for the Facility immediately following restoration would be at least 75 percent, of its applicable Contracted Capacity, and

(b) Availability of the Facility over the six months immediately following restoration would exceed 75 percent, of its Actual Availability over the six months immediately preceding the Force Majeure.

12.7.2 Subject to Section 12.7.4 below, if it is determined that the Facility can be restored to the condition specified in Section12.7.1 above within 30 months or less from the date the damage occurred, this Agreement may not be terminated under Section 12.6 and the Seller must commence restoration of the Facility.

12.7.3 Notwithstanding Section 12.7.2 above, the Seller will not be required to commence the restoration and this Agreement may be terminated by either party in accordance with Section 12.6 if, after using reasonable endeavours and a within 90 days from the date the damage occurred:

(a) the Seller cannot obtain any approval required by the Financing Parties for the restoration; or

(b) the Seller cannot arrange any additional funding required for the relevant restoration on reasonable limited recourse financing terms.

12.7.4 If it is determined that the Facility cannot be restored to the condition specified in Section 12.7.1 above within 30 months from the date the damage to the Facility occurred, this Agreement may be terminated by either Party in accordance with Section 12.6.

Section 13 Transfer of Facility

13.1 Unless provided otherwise under Schedule 23 (Termination) or otherwise agreed in connection with or subsequent to any extension of the Term of the Agreement

pursuant to Section 9.3, the Seller shall, on the last day of the Term, transfer the Facility to MEPE/DEP in accordance with Schedule 21 (Transfer Procedure)

13.2 Subject to anything to the contrary in Schedule 21 (Transfer Procedure), each party will be responsible for its own costs incurred in connection with the transfer of the Facility in accordance with Section13.1 above.

13.3 On the date that the transfer of Facility occurs, the Seller shall (unless otherwise instructed by the MOEP in writing) transfer to MEPE/DEP, free and clear of all liens and encumbrances, all of the Seller's right, title and interest in the Facility and all of the Seller's right, title and interest in the following, insofar as they are part of or used in connection with the construction and/or operation of the Facility:

(a) all raw materials, consumables and spare parts;

(b) all tangible personal property;

(c) all intangible personal property, including patents, patent licenses, patent applications, trade names, trademarks, trademark registrations, and applications, trade secrets, copyrights, know-how, and any other intellectual property rights;

(d) all buildings and fixtures;

(e) computerized and non-computerized records, reports, data, files, and information;

(f) all drawings, test results and documents relating to the Project;

(g) all warranties of equipment, materials and work;

(h) all rights under contracts with vendors, suppliers, contractors and subcontractors and insurance policies;

(i) all work in progress under contract with vendors, suppliers, contractors and subcontractors; and

(j) all rights with respect to any insurance proceeds payable to or for the account of the Seller, but unpaid at the date of termination of this Agreement, with respect to the Seller's right, title and interest in the Project.

Section 14 Dispute Resolution

14.1 Resolution

The Parties agree to make a diligent, good faith attempt to resolve all disputes arising under or in connection with this Agreement in an equitable manner and in accordance with procedures to be agreed upon before either Party commences dispute resolution by Experts or arbitration. This attempt shall involve discussions between designated representatives of each Party, and then, if such representatives are unable to resolve the dispute pursuant to this Section 14.1within fourteen (14) days, the Parties shall appoint an independent Expert or commence arbitration in accordance with Section 14.2 or 14.3.

14.2 Expert Determination

14.2.1 Where expressly provided for in this Agreement or if the parties agree that the Dispute involves in whole or in part:

(a) a technical engineering issue, the parties will in good faith attempt to appoint a suitably experienced and qualified independent engineer or engineering firm acceptable to both of them (acting reasonably);

(b) a financial issue, the parties will in good faith attempt to appoint a financial advisor or investment bank reasonably satisfactory to both of them; or

(c) any other issue with respect to which referral to an Expert is provided for under this Agreement, the parties will in good faith attempt to appoint a financial advisor or investment bank reasonably satisfactory to both of them,

in each case to act in relation to the Dispute and to render a determination, provided that any person appointed as an expert for the purposes of this paragraph will:

(i) be independent from both of the parties and the shareholders of the Seller; and

(ii) not have any potential conflicts of interest with regard to the Dispute.

14.2.2 The Expert, acting as an expert and not as an arbitrator, shall give notice of his decision to the parties within [90] days of his appointment. The Expert must provide the parties with a draft of his decision with reasons seven days prior to formal delivery and must give the parties an opportunity to draw to his attention any factual error or misconception and to request that it be corrected. The Expert will be entitled at his sole discretion to an extension of time for the making of his decision by a maximum of 14 days.

14.2.3 The parties will share equally the cost of the Expert. Subject to Section 14.2.4 below, absent fraud, manifest error, negligence or willful misconduct with respect to the Expert's determination, the parties herby waive any rights to appeal or review any determination. The parties further undertake to promptly carry out any action required following any determination and, if applicable, the parties acknowledge that a judgment of any determination may be entered by any court or tribunal having jurisdiction.

14.2.4 A party who disagrees with the determination of the Expert may refer the Dispute to arbitration in accordance with Section 14.3 within 30 days from the date of receipt of the determination.

14.3 Arbitration

14.3.1 If the Parties are unable to agree upon an acceptable Expert pursuant to Section 14.2, or if the Expert does not render a decision within ninety (90) days after completion of the hearing of the matter or if the dispute is not resolved by the Expert within ninety (90) days after the referral to the Expert, then either Party may commence arbitration thirty (30)days after giving notice to the other Party. Nothing herein shall prevent a Party from commencing arbitration at any time

(a) when the delay required for performance hereunder might materially and adversely affect such Party's interest, or

(b) when the other Party fails to fulfill its obligations under this Section 14.

14.3.2 The arbitration shall be conducted in accordance with the Rules of Arbitration and Conciliation of the United Nations Commission on International Trade Law (UNCITRAL).

14.3.3 The arbitral tribunal shall consist of three (3) arbitrators. Each Party shall appoint one arbitrator with, in the case of a dispute of a technical nature, knowledge and experience in such technical matters. The two arbitrators so appointed shall appoint the third arbitrator who shall serve as the chairman of the arbitral tribunal. If a Party fails to appoint its arbitrator within a period of ten (10) days after receiving notice of the arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within a period of ten (10) days after appointment of the second arbitrator, then such arbitrator shall be appointed pursuant to the Rules of Arbitration and Conciliation of the United Nations Commission on International Trade Law (UNCITRAL).

14.3.4 If the Tribunal of Arbitration of the United Nations Commission on International Trade Law (UNCITRAL). is required or requested to appoint an arbitrator, it shall appoint only a person with experience in commercial agreements and, in particular, the implementation and interpretation of contracts relating to the design, engineering, construction, operation and maintenance of and in legal issues relating electrical power generating facilities (and if the dispute concerns a technical issue, a person who has knowledge and experience in technical matters). No arbitrator shall be a present or former employee or agent of, or consultant or counsel to, either Party or any Affiliate thereof or any Governmental Authority.

14.3.5 The institution of the arbitration shall be in Singapore International Arbitration center and the venue of Arbitration shall be Singapore and arbitration proceedings shall be conducted in English. The arbitrators shall decide the dispute by majority of the arbitral tribunal and shall state in writing the reasons for its decision. The appointed arbitrators should be chosen from the arbitrators' name list provided by Singapore International Center.

14.3.6 Any decision or award of an arbitral tribunal appointed pursuant to Section 14.3 shall be final and binding upon the Parties.

14.3.7 The costs of such arbitration shall be determined and allocated between the Parties by the arbitral tribunal in its award.

14.3.8 Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any proceeding by the Parties in accordance with this Section 14.3.

14.3.9 The provisions of Section 14.3 shall survive the termination of this Agreement until all obligations which are intended to survive termination have expired.

Section 15 Limitation of Liability

15.1 Indemnification

15.1.1 Except as otherwise specifically provided in this Agreement, or unless the damage or injury arises out of, results from, or is caused by, the breach of this Agreement by a Party or by the negligence or misconduct of a Party's own officers, directors, employees, agents, affiliates, contractors or subcontractors, neither Party shall be liable to the other for any claims, judgments, liabilities, losses, costs, expenses or damages of any kind or character (including loss of use of property) in connection

with damages or destruction of property or personal injury (including death) arising out of the performance of the Agreement, including the design, construction, maintenance or operation of property, facilities or equipment owned or used by the other Party, or the use of, misuse of or contact with the electrical energy delivered or purchased hereunder.

15.1.2 Each Party shall indemnify and hold the other Party, and its officers, directors, affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, losses, liabilities, costs, expenses (including reasonable attorneys' fees) and damages of any nature whatsoever for personal injury, death or property damage (except workers' compensation claims) caused by any act or omission of the indemnifying Party or the indemnifying Party's own officers, directors, affiliates, agents, employees, contractors or subcontractors that arises out of or are in any manner connected with the performance of this Agreement, except to the extent such injury, death or damage is attributable to the negligence or misconduct of, or breach of this Agreement by, the Party or its officers, directors, affiliates, agents, employees, contractors or subcontractors seeking indemnification hereunder.

15.1.3 The Seller shall defend, indemnify and hold MEPE, and its officers, directors, Affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages under every applicable environmental law or regulation arising out of the condition of the Site, or the Seller's ownership or operation of the Facility, including the discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances from the Facility, the contamination of the soil, air, surface water or groundwater at or around the Site or any pollution abatement, replacement, removal, or other decontamination or monitoring obligations with respect thereto, except to the extent such damages are attributable to the negligence or misconduct of, or breach of this Agreement by MEPE, its officers, directors, Affiliates, agents employees, contractors or subcontractors.

15.1.4 MEPE shall not be liable for damage or destruction of property, facilities or equipment operated by the Seller solely as a result of MEPE's Dispatch or the Seller's operation of the Facility, provided such Dispatch by MEPE was in accordance with the terms of this Agreement and Grid Code.

15.2 Consequential Damages

Neither Party shall be liable to the other Party for any indirect, incidental, consequential nor punitive damages as a result of the performance or non-performance of the obligations imposed pursuant to this Agreement, including failure to deliver or purchase electrical energy hereunder, irrespective of the causes thereof, and including fault or negligence.

Section 16 Change in Law

16.1 Tax Change Adjustment

16.1.1 On or before the fifth Business Day after the close of each quarter in any calendar year following the date of this Agreement, either party may:

(a) determine the amount of any increase or reduction in Taxes paid or payable by the Seller with respect to the Project for the preceding three Billing Periods resulting from any Change in Law (or the previous three months if the Change in Law occurs prior to the Commercial Operation Date of the Facility); and

(b) submit to the other party a certificate setting out in detail reasonably satisfactory to the other party the basis of and the calculations for the amount of the increase or reduction.

16.1.2 MEPE and the Seller will promptly determine, in good faith, any necessary adjustments to the Capacity Payments or the Energy Payments to equitably reflect any increase or reduction in Taxes with the intent that the financial position of the Seller will not be affected in any material respect by the Change in Law, provided that the Seller, or MEPE with respect to a tax reduction, will not be entitled to receive interest on any previously paid or incurred cost, except to the extent that the adjustment required under this Section is delayed due to the fault or negligence of the other party, in which case interest will accrue at the Default Rate for the period of the delay.

16.1.3 Each party will cooperate in good faith with the other party in connection with any determination under this Section.

16.1.4 Following a determination made pursuant to this Section16.1, the Capacity Payments, the Energy Payments and any other applicable payments will be

adjusted to reflect the increase or reduction and applied in the formulate set out in Schedule 2 (Tariffs).

16.2 Change in Law Adjustment

16.2.1 If there is a Change in Law which requires the Seller to make any material capital improvement or other material modification to the Transmission Facilities (prior to the Transmission Facilities Handover Date), the New Fuel Infrastructure (prior to the New Fuel Infrastructure) or the Facility in order to comply with any Law, the Seller will submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the costs of the capital improvement or other related modification, including any financing costs. MEPE and the Seller will promptly determine and effect (in each can acting reasonably and in good faith) any necessary adjustments to the Capacity Payments to equitably reflect the costs with the intention that the financial position of the Seller will not be affected by the relevant Change in Law. Each party will cooperate in good faith with the other party in connection with any relevant determination.

16.2.2 For the purposes of Section16.2.1 above, a capital improvement or other modification will be considered material if its costs (or the aggregate costs of multiple related capital improvements or other modification will be considered material if its costs (or the aggregate costs of multiple related capital improvements or other modifications) exceed USD 250,000 (or its equivalent) and the Capacity Payments will be adjusted to reflect the applicable increased costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.3 If there is a Change in Law (other than with respect to Taxes) which the Seller believes in good faith will materially increase the costs or materially decrease the revenues of the Seller in connection with the financing, construction, operation or maintenance of the Transmission Facilities (prior to the Transmission Facilities Handover Date), the New Fuel Infrastructure (prior to the New Fuel Infrastructure Handover Date) or the Facility (as applicable), then the Seller may submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the basis of and the calculations for the amount of the increase in costs or decrease in revenues. MEPE and the Seller will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Capacity Payments or the Energy Payments to equitably reflect the material increase in costs or material decrease in revenues with the intention that the financial

position of the Seller will not be affected by the Change in Law. Each party will cooperate in good faith with the other party in connection with any relevant determination.

16.2.4 For the purposes of Section16.2.3 above, an increase in costs or a decrease in the revenues of the Seller will be considered material if it is for an amount (or, in the case of multiple related decreases in revenue or increase in costs, an aggregate amount) exceeding USD 250,000 (or its equivalent) and the Capacity Payments or Energy Payments will be adjusted to reflect the applicable decreases in revenues and increases in costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.5 If there is a Change in Law (other than with respect to Taxes) which MEPE believes in good faith will materially increase the revenues of the Seller in connection with the financing, construction, operation or maintenance of the Transmission Facilities (as applicable, prior to the Transmission Facilities Handover Date) or the Facility (as applicable), then MEPE may submit to the Seller a certificate setting out in detail reasonably satisfactory to the Seller the basis of and the calculations for the amount of the decrease in costs or increase in revenues. MEPE and the Seller will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Capacity Payments or the Energy Payments to equitably reflect the material decrease in costs or material increase in revenues with the intention that the financial position of the Seller will not be affected by the Change in Law. Each party will cooperate in good faith with the other party in connection with any relevant determination.

16.2.6 For the purposes of Section 16.2.5 above, a decrease in costs or increase in revenues will be considered material if it is for an amount (or, in the case of multiple related decrease in costs or increases in revenue, an aggregate amount) exceeding USD 100,000 (or its equivalent) and the Capacity Payments or Energy Payments will be adjusted to reflect the applicable decreases in costs and increases in revenues in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.7 The Seller will not be entitled to an adjustment of Capacity Payments under Section 16.2.1 or 16.2.3 above with respect to any change in an environmental Law if the change requires the Seller to meet a standard which:

(a) is equal to or less than any standard required under environmental Laws existing

on the date of this Agreement; or

(b) is equal to or less than any of the standards set out inSection8.1 (a) (c),(d) and (e).

16.2.8 Any Dispute arising under this Section 16 may be referred by either party for resolution by way of determination by an Expert in accordance with Section 14.2.

Section 17 Confirmation Statement

17.1 Confirmation of Availability and Metered Energy

The Seller shall prepare and submit to MEPE a daily Confirmation Statement no later than three (3) Business Days after the day to which it relates. In addition, the Seller shall prepare and submit to MEPE a Meter Reconciliation Statement following the annual meter test or any other meter test conducted pursuant to Section 3.3.3. The Meter Reconciliation Statement shall set out the results of any such test and any adjustments to be made or other action to be taken following the test.

17.2 Access to Information

If available, the Seller shall provide such information as MEPE may reasonably request to verify a Confirmation Statement provided that such information is not readily available to MEPE by any other means.

17.3 Review of Confirmation Statement and Meter Reconciliation Statement

MEPE shall review the Confirmation Statement and any Meter Reconciliation Statement. Each Party shall notify the other Party in writing as soon as practicable, and in any event within three (3) Business Days after having received the Confirmation Statement or Meter Reconciliation Statement of any errors or omissions which the reviewing Party believes should be corrected. Subject to any alleged errors or omissions notified by the reviewing Party to the other Party in writing pursuant to this Section 17.3, the information contained in a Confirmation Statement or Meter Reconciliation Statement shall, save in the case of fraud or manifest error and subject to Section 17.6, be deemed to have been approved by both Parties on the seventh (7^{th}) Business Day after the Confirmation Statement or Meter Reconciliation Statement shall have been received.

17.4 Disputes

If the Parties cannot agree on whether any information contained in a Confirmation Statement or Meter Reconciliation Statement is complete or correct within fourteen (14) Business Days after the Confirmation Statement or Meter Reconciliation Statement was received, the dispute shall be referred to an Expert for determination in accordance with Section 14.2 or settled by arbitration in the circumstances in which arbitration is provided under Section 14.3.

17.5 Final Confirmation Statement

Any Confirmation Statement which has been approved by both Parties, or deemed to have been approved in accordance with Section 17.3, or which is approved by a final decision of an Expert or arbitration, shall be a Final Confirmation Statement. The information contained in a Final Confirmation Statement shall be binding on both Parties for the purposes of this Agreement save (other than in the case of a determination by an Expert or by arbitration) in the case of misrepresentation and subject to Section 17.6;

17.6 Disputes Limitation

Nothing in this Section 17 shall prevent either Party from disputing the information contained in or referred to in a Confirmation Statement or Meter Reconciliation Statement at any time where it is reasonable under all the circumstances so to do.

17.7 Effect of Confirmation Statement

The Final Confirmation Statement shall be used by the Seller to prepare Payment Invoices/Credit Notes as required by Section 18.

17.8 Interference with Metering

If either Party shall interfere with Metering in a manner which gives rise to a need for a meter adjustment necessitating an additional payment or rebate to the other Party, such payment shall be made or rebate paid together with interest thereon at the Default Rate for the period for which such payment or rebate is outstanding.

Section 18 Billing and Payment

18.1 Payment Invoice/Credit Note

18.1.1 The Seller will prepare and issue to MEPE a Payment Invoice/Credit Note in the form set out in Schedule 6 (Form of Invoice/Credit Note) within three Business Days after the end of the Billing Period.

18.1.2 All amounts constituting Capacity Payments are to be invoiced and paid in USD.

18.1.3 All amounts constituting Energy Payments are to be invoiced and paid in USD.

18.1.4 Each Payment Invoice/Credit Note will set out:

(a) either:

(i) the net amount of the Capacity Payments due to the Seller from MEPE for that Billing Period (if the aggregate amount of the Capacity Payments exceeds the aggregate amount of the deductions from Capacity Payments for that Billing Period); or

(ii) the net amount of the rebate due to MEPE from the Seller for that Billing Period (if the aggregate amount of the Capacity Payments is less than the aggregate amount of the deductions from Capacity Payments for that Billing Period);

(b) the net amount of Energy Payments due to the Seller from MEPE for that Billing Period;

in each case, as calculated in accordance with Schedule 2 (Tariffs).

18.1.5 The Payment Invoice/Credit Note will reflect any adjustments of the invoice or credit amounts required, including, by any adjustments under Final Confirmation Statements pursuant to Section 17, by any deductions pursuant toSection7.6 or Section 20.6, and by any Meter Reconciliation Statement in accordance with Section 3.3.4and Section 17.1.

18.1.6 The net amount shown in the Payment Invoice/Credit Note as payable by MEPE or the Seller will be paid within 45 days after receipt of the invoice or issuing of a credit note.

18.2 Other Payments

Except where expressly provided to the contrary in this Agreement, any payment to be made by either party under this Agreement will be made within 45 days after the party liable to make the payment receives a demand from the other party for the same.

18.3 Payment Procedure

18.3.1 Any sums payable pursuant to this Agreement:

(a) by MEPE to the Seller, will be made through the MEPE Security to a USD denominated bank account held with an Approved Account Institution in Singapore or in another country mutually agreed by the parties, designated in writing by the Seller and nominated as beneficiary bank in the MEPE Security; or

(b) by the Seller to MEPE, to such USD denominated bank account as designated in writing by MEPE in USD.

18.3.2 Each party will, prior to the first date on which a payment is to be made under this Agreement, notify the other of the details of the bank accounts to which sums due to that party will be credited, identifying the bank account by means of the bank sort code number, the bank account number and bank account title. Any payment that becomes due and payable on a day that is other than a Business Day will be paid on the first Business Day thereafter.

18.3.3 Nothing in this Section18.3 will prevent the parties from making payments to any other bank account or in any other method as may be mutually agreed by the parties in writing prior to the date on which the payment is due to be made.

18.4 Application of Payments

Any payments received by one party from the other under this Agreement will be applied in or towards settlement of amounts payable to the recipient, with the longest outstanding amount being settled first, provided that this Section will not apply with respect to any amount which is disputed in good faith in accordance with this Agreement.

18.5 Interest

Any amount determined to be properly due from one party to the other pursuant to this Agreement and remaining unpaid after the due date for payment will bear interest at the Default Rate from and including the due date as so determined until, but excluding, the date that it is received by the party entitled to it. Interest will accrue at the Default Rate on a daily basis.

18.6 Disputed Items

18.6.1 If any sum or part of a sum shown on an invoice submitted by one party is disputed in good faith by the other party, and it is subsequently determined in

accordance with the dispute resolution provisions set out in Section 14 that any amount withheld by the other party should have been properly payable to the party submitting the invoice, the other party will pay to the party submitting the invoice interest with respect to the disputed amount at the Default Rate from and including the date that the amount in question was due up to but excluding the date on which the party submitting the invoice receives payment. The undisputed amount of each invoice will be paid promptly notwithstanding a Dispute about any other amount invoiced.

18.6.2 If any sum or part of a sum shown on an invoice submitted by one party is paid but is subsequently disputed or questioned, and is subsequently agreed or determined in accordance with the dispute resolution provisions set out in Section 14 not to have been properly payable, then that party will refund the amount which was not properly payable together with interest at the Default Rate from and including the date of receipt up to but excluding the date of repayment.

18.6.3 Whenever any payment or refund is required to be made upon resolution of any Dispute under this Section, appropriate adjustments with respect to any applicable indirect taxes will be made by the parties.

18.6.4 Any Dispute pursuant to the provisions of this Section will be referred to an Expert for determination in accordance with Section 14.2.

18.7 Taxes and Fines

18.7.1 Taxes and Fees

(a) The Seller will pay when due all present and future Taxes applicable to it (whether national or local) imposed in connection with this Agreement, the Facility and the Project, and will pay all other duties, assignments, levies, fees, costs and expenses of any kind (whether or not to a Governmental Authority) necessary to assure the performance of its obligations under this Agreement and in accordance with applicable Law, except as otherwise provided in Section 12.3or paragraphs (b) and (c) below.

(b) MEPE will pay when due all present and future (whether national or local) any applicable tax imposed on the sale to MEPE and purchase by MEPE of electricity under this Agreement in accordance with applicable Law.

(c) It is expressly understood that each Party will be separately responsible for all Taxes imposed on its overall net income.

18.7.2 Fines

(a) Any fines, penalties or other costs incurred by the Seller or its agents, officers, directors, employees, Affiliates, contractors or subcontractors for non-compliance by the Seller, its agents, officers, directors, employees, Affiliates, contractors or subcontractors with the requirements of any Laws or Governmental Approvals will not be reimbursed by MEPE but will be the sole responsibility of the Seller.

(b) If any fines, penalties or other costs are assessed against MEPE, the Fuel Supplier or any of their agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by the Seller with any Laws, the Grid Code or Governmental Approvals, the Seller will indemnify and hold harmless MEPE or the Fuel Supplier (as applicable) against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of the Seller to comply. The Seller will also reimburse MEPE or the Fuel Supplier (as applicable) for any and all legal or other expenses (including legal fees) reasonably incurred by MEPE or the Fuel Supplier (as applicable) in connection with the losses, liabilities, damages and claims.

(c) If any fines, penalties or other costs are assessed against the Seller or its agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by MEPE or the Fuel Supplier with any Laws, the Grid Code or Governmental Approvals, MEPE will indemnify and hold harmless the Seller against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of MEPE or the Fuel Supplier to comply. MEPE will also reimburse the Seller for any and all legal or other expenses (including legal fees) reasonably incurred by the Seller in connection with the losses, liabilities, damages and claims.

18.8 Set Off

All payments to be made by either party under this Agreement shall be made without set-off, counterclaim, withholding or deduction, including any set-off, counterclaim, withholding or deduction for or on account of Taxes, except as expressly provided in this Agreement or in accordance with existing Law.

18.9 Currency indemnity

18.9.1 MEPE acknowledges that all amounts payable under this Agreement are payable in USD.

18.9.2 If any amount in USD due under this Agreement, or any order, judgment or award given or made in relation to that amount, has to be converted from USD for any reason whatsoever (including as a result of payment by MEPE of amounts under this Agreement in a currency other than USD in breach of this Agreement), MEPE will, as an independent obligation, within 10 Business Days of demand, indemnify the Seller against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between the exchange rates used to convert the amount at the time it became payable and the time it is actually received. Such exchange rate at the time it is actually received refers to the Central Bank of Myanmar rate at which the Seller converts the received currency back into USD within ten Business days.

Section 19 Confidentiality and Announcements

19.1 General Restrictions on the Parties

Neither Party shall at any time, whether before or after the expiration or earlier termination of this Agreement, divulge or suffer or permit its officers, directors, employees, affiliates, agents, contractors or subcontractors to divulge to any other person any confidential information relating to this Agreement or any other information labeled "CONFIDENTIAL" which may be provided to such by the other Party pursuant to this Agreement, or in the course of negotiating this Agreement or otherwise concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party except:

(a) to the extent otherwise expressly permitted by this Agreement; or
(b) with the prior consent of the other Party.

19.2 Internal Procedures

With effect from the date of this Agreement each Party shall adopt procedures within its organization for ensuring the confidentiality of all information which it is obligated to preserve as confidential under Section 19.1.

19.3 Public Announcements

19.3.1 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made unless both Parties shall

have been furnished with a copy of the proposed announcement or statement and shall have approved it.

19.3.2 Neither Party shall be prohibited from issuing or making any public announcement or statement which is required to be made to comply with any applicable Law.

Section 20 Insurance and Indemnities

20.1 Insurance Required

20.1.1 The Seller must obtain and maintain in effect, at a minimum, insurance policies and coverage as is required by Law, Schedule 19 (Insurance Requirements), any Financing Documents and Prudent Practices, in each case, in amounts and subject to deductibles as are available on commercially reasonable terms in Myanmar.

20.1.2 The Seller must not reduce the scope of insurance (or amend the amount of, or deductible with respect to, any insurance), without the prior written consent of MEPE (such consent not to be unreasonably withheld).

20.1.3 All Insurances must be obtained and maintained:

(a) in accordance with all applicable Laws and Prudent Practices;

(b) in the amounts and on the terms set out and during the periods prescribed in this Agreement, provided, however, that such amounts and terms may be changed from time to time with the prior written consent of MEPE (such consent not to be unreasonably withheld); and

(c) in the case of primary insurance, from appropriate reputable Myanmar insurance companies licensed to operate in Myanmar on internationally competitive terms.

20.1.4 All reinsurance purchased beyond the capacity of the insurers described in Section 20.1.3 (c) above must be purchased from and maintained with a reinsurance company having an insurer financial strength rating of A or better from A.M. Best Company, Inc. or be otherwise acceptable to MEPE and any Financing Parties.

20.1.5 Nothing in this Agreement will prevent the Seller, at its own cost and expense, from procuring insurance coverage in addition to that specified in this Agreement.

20.2 Endorsements

The commercial or general liability Insurances required pursuant to Section20.1 must contain the following endorsement items:

(a) MEPE, its directors, officers and employees shall be additional insured under all policies maintained by the Seller (for their respective rights and interests only);
(b) the insurance shall be primary with respect to the interest of MEPE, its directors, officers and employees and any other insurance maintained by them is excess and not contributory with such policies;
(c) the insurance shall contain a cross liability clause;
(d) the insurers shall waive all rights of subrogation against the parties, their officers, directors and employees (in respect of the claims arising under the insurance policies); and
(e) the policy may not be cancelled or materially changed by the insurer without giving thirty (30) days' prior written notice, except in the case of non-payment, in which case it will be ten (10) days' prior written notice.

All other terms and conditions of the policy shall remain unchanged.

20.3 Certificates Required

20.3.1 At least twenty (20) days prior to the date set for the commencement of construction and annually upon renewal or otherwise in accordance with the terms of the relevant insurance policies, the Seller will provide, for MEPE's review and approval, evidence of the insurance required by Section 20.1 in a form acceptable to MEPE. The Seller will also provide MEPE with copies of the receipts appropriate to the annual premiums with respect to the insurances and endorsements.

20.3.2 Failure of the Seller to obtain the insurances required by this Section 20 or to provide MEPE with the certificates, cover notes or copies of receipts, described in Section 20.3.1 above will be deemed as the Seller having defaulted in making payments owing to MEPE for purposes of application of Section 10.2.1(a) and will in no way relieve the Seller of the requirements of this Section 20 or limit the Seller's obligations and liabilities under any other provision of this Agreement.

20.4 Application of Proceeds

Throughout the Term of this Agreement, and subject to the requirements of the Financing Documents and any rights or remedies under the Financing Documents, the Seller will apply any and all insurance proceeds (other than proceeds from delay in start-up or business interruption insurance) received in connection with the damage of the Facility toward the repair, reconstruction or replacement of the Facility.

20.5 Application to Transmission Facilities

At all times prior to the Transmission Facilities Handover Date, the Seller's obligations under this Section 20 will apply to the Transmission Facilities to the same extent as they apply to the Facility.

20.6 Evidence of Insurances

20.6.1 On or before the Construction Commencement Date, the Financial Close Date, each Commercial Operation Date of a Generating Unit, the Project Commercial Operation Date and, thereafter, at least thirty (30) days before the date of each annual renewal thereof, the Seller will cause its insurers or insurance agents to provide MEPE with evidence that the policies and terms specified in this Section 20 have been obtained by the required renewal date.

20.6.2 The Seller must also provide MEPE with copies of receipts or statements from its insurers evidencing payment of the annual premium with respect to the insurance policies and endorsements or confirmation, if requested by MEPE in writing, that such payments are not overdue.

20.6.3 Failure by the Seller to obtain the required Insurances will not relieve the Seller of its obligations to obtain and maintain the Insurances required under this Agreement or in any way limit the Seller's obligations and liabilities under any other provision of this Agreement.

20.6.4 If the Seller fails to obtain and maintain any required Insurances, MEPE may purchase the relevant Insurance at the Seller's expense. MEPE may make any payments or recover any amounts expended or incurred by it in this respect by drawing on the Construction Security and, if the amount available to be drawn under the Construction Security is not sufficient to fully reimburse or compensate MEPE, by making an appropriate adjustment to the Capacity Payments during the immediately following Billing Periods until the full amount has been recovered.

Section 21 Representations and Warranties

21.1 Seller Representations

The Seller makes the representations set out below to MEPE on the date of this Agreement and on the Effective Date.

(a) It is a limited liability company, duly incorporated and validly existing under the laws of Myanmar.

(b) It has the power to own its assets and carry out the Project.

(c) It has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by it of, this Agreement and the transactions contemplated by this Agreement.

(d) Its entry into this Agreement and its performance of the transactions contemplated by this Agreement and each Governmental Project Agreement t do not conflict with:

  (i) any Law or regulation applicable to it;

  (ii) its constitutional documents;

  (iii) any document which is binding upon it or any of its assets; or

  (iv) any Governmental Approval.

(e) Upon the exercise of any step-in rights under Section 10.3 or any purchase of the Project by MEPE in accordance with Schedule 23 (Termination), MEPE will be entitled to assume the rights and obligations of the Seller as provided in the Project Agreements.

(f) No Third Party Project Agreement:

  (i) will include any terms or conditions which prevent the Seller from performing its obligations under this Agreement; or

  (ii) will provide that any unsecured creditor of the Seller will be given a higher priority as a creditor than MEPE, other than with respect to rights which are mandatorily preferred under general principles of Myanmar law;

(g) Each Third Party Project Agreement:

  (i) will include terms and conditions that can reasonably be expected to enable the Project to be successfully completed and performed as contemplated in this Agreement;

  (ii) will be entered into on an arm's-length basis, in the ordinary course of

business and, where the relevant contractor is an Affiliate of the Seller, upon fair and reasonable terms no less favorable to the Seller than it would obtain in a comparable transaction with a person which is not an Affiliate;

(iii) will include confidentiality provisions no less onerous than those set out in Section19 to ensure the commercially reasonable protection of proprietary or commercially sensitive information; and

(iv) will include acknowledgments from the counterparties to it that, to the extent required in order to give effect to the purposes of this Agreement, they will cooperate in the exercise by the parties of the step-in and termination rights (including any related rights) as provided in this Agreement, including the right of MEPE to exercise on behalf of or assume the Seller's rights under that Third Party Project Agreement.

(h) The Financing Documents will include an acknowledgment by the Financing Parties of the restrictions contained in Section 23.4 relating to assignment by the Financing Parties.

(i) All Governmental Approvals required to have been obtained at that point in time have been obtained and are in full force and effect.

(j) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against any person, which have or, if adversely determined, are reasonably likely to have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement.

(k) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings have been commenced with respect to the Seller.

(l) The EPC Contract(s) shall be entered into on a lump sum, turnkey basis.

21.2 MEPE Representations

MEPE makes the representations and warranties set out below to the Seller on the date of this Agreement and on the Effective Date.

(a) MEPE is a utility enterprise owned by the Government of the Republic of the Union of Myanmar that is responsible for power generation and transmission and is the operator of the System.

(b) It has the power to own its assets.

(c) It has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by it of, this Agreement and the

transactions contemplated by this Agreement.

(d) Subject to any general principles of Myanmar law which limit its obligations and subject to the Effective Date having occurred with respect to the provisions of this Agreement which only take effect on the Effective Date, this Agreement is its legally binding, valid and enforceable obligation.

(e) Its entry into this Agreement and its performance of the transactions contemplated by this Agreement do not conflict with:

(i) any Law or regulation applicable to it;

(ii) its constitutional (or equivalent) documents; or

(iii) any document which is binding upon it or any of its assets.

(f) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against MEPE that are reasonably likely to have a material adverse effect on the ability of MEPE to perform its obligations under this Agreement.

(g) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings have been commenced with respect to MEPE that are reasonably likely to have a material adverse effect on the ability of MEPE to perform its obligations under this Agreement.

.Section 22 Equity Undertaking

22.1 Restrictions on Transfer

22.1.1 Subject to Section 22.2, the Seller must ensure that after the Date of this Agreement and until (and including) the first anniversary of the Project Commercial Operation Date, no main share holder of the Seller will transfer any of its equity ownership interest in the Seller to any other person, where to do so would result in the main share holder of the Seller holding less than 50 percent of its original equity interest in the Seller.

22.1.2 Subject to Section 22.2, the Seller must ensure that after the first anniversary of the Project Commercial Operation Date and until (and including) the fifth anniversary of the Project Commercial Operation Date, the Anchor Member will not transfer any of its equity ownership interest in the Seller to any other person, where to do so would result in the Anchor Member holding less than 25 percent of its original equity interest in the Seller.

22.2 Qualifications to Equity Transfer Restrictions

22.2.1 Without limiting Section 22.1, MEPE must be given at least 10 Business Days' advance notice of any transfer by a Shareholder of any interest in the Seller to any other person.

22.2.2 Any transferee must, in the reasonable opinion of MEPE:

(a) have sufficient experience, skill, expertise and financial standing to properly perform its obligations under any Governmental Project Agreement to which it is a party;

(b) be permitted under all relevant Laws to hold shares in the Seller; and

(c) be of good repute,

and in order to allow MEPE to assess whether any proposed transferee satisfies this criteria, the Seller must provide, or must cause a Shareholder to provide, MEPE with sufficient information about the proposed transferee (including any information that may be reasonably requested by MEPE). Following the date on which such information is provided to MEPE, MEPE (acting reasonably) must promptly, and in any event within 30 days, notify the Seller whether it approves or rejects the proposed transferee. If MEPE does not respond to the Seller within this time (including by making further information request relating to the proposed transferee), MEPE will be deemed to have approved the transferee and, subject to Section 22.1, the proposed transfer of shares may proceed.

22.2.3 Any transferee will be subject to the same conditions imposed by this Agreement on transfers made by it as are imposed with respect to transfers by the Shareholders.

Section 23 Miscellaneous Provisions

23.1 Amendments

This **Agreement** may not be amended except by an **agreement** in writing signed by the **Parties**.

23.2 Waivers of Rights

No delay or forbearance by either **Party** in exercising any right, power, privilege or remedy under this **Agreement** shall operate to impair or be construed as a waiver of

such right, power, privilege or remedy. For the avoidance of doubt any waiver by either **Party** of the obligations of the other **Party** shall be evidenced by an agreement in writing signed by the **Parties.** Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

23.3 Notice

23.3.1 Save for Notices which are given by one **Party** to the other under, or in connection with the matters contemplated by, this Agreement shall be sent to the address given and marked for the attention of the Person specified in Schedule 5 or such other address or facsimile number of such Person whom one Party shall from time to time designate by written notice to the other.

23.3.2 Save for Notices which are given by one **Party** to the other Party under, or in connection with the matters contemplated by, this **Agreement** shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if from abroad) or facsimile transmission, and shall be deemed to have been received:

(a) in the case of delivery by hand, when delivered;

(b) in the case of first class prepaid post, on the third day following the day of posting; or

(c) in the case of facsimile transmission at the time of receipt.

23.4 Assignment

23.4.1 Subject to Section 23.4.2 to 23.4.4 below, neither party may sell, assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

23.4.2 MEPE may at any time during the Term assign or otherwise transfer its rights or obligations under or pursuant to this Agreement without the prior written consent of the Seller to any third party, provided that it is demonstrated to the reasonable satisfaction of the Seller that:

(a) the proposed assignee or transferee possesses the legal capacity, power and authorization to become party to and perform the obligations of MEPE under this Agreement;

(b) this Agreement extends to cover the obligations of the proposed assignee or transferee on the same terms as which MEPE's obligations are covered by this

Agreement and will remain in full force and effect with respect to the proposed assignee or transferee after the date of the assignment or transfer; and

(c) the proposed assignee or transferee has a financial standing no worse than that of the assignor or transferor at the date the proposed assignee or transferee becomes a party to this Agreement.

23.4.3 For the purpose of financing the Project, the Seller may assign or create a security interest over its rights and interests under or pursuant to any Governmental Project Document, the Project, the Site, the moveable property, the intellectual property, the revenues or any other rights or assets of the Seller. In addition, MEPE acknowledges that the Shareholders may create security interests for the purpose of financing the Project over the shares held by the Shareholders in the Seller and that the creation of such security interests over such shares will not, in and of itself, give rise to a breach of Section 22. MEPE acknowledges that under the terms of the Financing Documents, the Financing Parties may, upon the occurrence of an event of default under the Financing Documents, be entitled to procure the sale or transfer of shares in the Seller to third parties according to the Foreign Direct Investment Law.

23.4.4 MEPE irrevocably consents to the assignment of the Seller's rights under this Agreement pursuant to the Financing Documents and agrees, if required by the Financing Documents:

(a) to make payments owing from MEPE to the Seller directly into a collateral security account;

(b) to accept in the event of a default under the Financing Documents, as a substitute for the Seller under this Agreement, the agent for the Financing Parties, any transferee of that agent or any purchaser of the Seller upon a foreclosure sale on behalf of the Financing Parties of the Seller's interest in the Project (provided that any incoming party has adequate legal, financial and technical status to properly observe and perform the obligations of the Seller under this Agreement); and

(c) to afford the Financing Parties an opportunity to remedy the event giving rise to a remedial notice prior to giving effect to any termination of this Agreement,

and, if requested by the Seller, MEPE will act in good faith to negotiate the terms of and enter into any direct agreement required by the Financing Parties, provided that the direct agreement will be substantially.

23.4.5 If the Seller subcontracts the performance of any of its obligations under this Agreement, the Seller will at all times remain liable to MEPE for the performance of its obligations.

23.4.6 Any actual, attempted or purported sale, assignment or other transfer by a party of any of its rights or obligations or interests in, under or pursuant to this Agreement that does not comply with the terms of this Section will be null, void and of no force or effect.

23.5 Effect of Illegality

If for any reason whatsoever any provision of this **Agreement** is or becomes invalid, illegal or unenforceable, or is declared by any court of competent jurisdiction or any other Governmental Authority to be invalid, illegal or unenforceable the **Parties** will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provision which substitute provisions are satisfactory to all relevant Governmental Authorities and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of both **Parties**. The remaining provisions of this **Agreement** shall remain in full force and effect and shall not be affected by such invalid, illegal or unenforceable provision.

23.6 Entire Agreement

This **Agreement** constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any previous agreements whether oral or written and schedules attached in this Agreement will be considered as parts of this Agreement.

23.7 Counterparts

This **Agreement** is executed in two (2) original copies,one each for MEPE and the Seller, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

23.8 Language

This **Agreement** is executed and delivered in English language and all modifications, amendments and waivers of and notices given pursuant to any provision of this **Agreement** shall be in English language. All other documents, notices and

communications, written or otherwise, between the Parties in connection with this **Agreement**, shall be in English language as the **Parties** deem practicable.

23.9 Third Parties

This **Agreement** is intended solely for the benefit of the **Parties**. This **Agreement** shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. Nothing in this **Agreement** should be construed to create any duty or liability to, or standard of care with reference to, any third **Parties.**

Section 24 Governing Law

This **Agreement** will be governed by and construed in all respects in accordance with the laws of the Republic of the Union of Myanmar.

In Witness Whereof, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For and on behalf of MEPE

U Htein Lwin

Managing Director

Myanma Electric Power Enterprise

For and on behalf of the Seller

Mr. Guan Yukun

Chairman

U-Energy Thaketa Power Co.,LTD.

In the presence of

Daw Zaw Zaw Than

General Manager (Finance)

Myanma Electric Power Enterprise

Mr. Chen Wei

Director of Board

U-Energy Thaketa Power Co.,LTD.

U Thein Thura

Chief Engineer (Power System)

Myanma Electric Power Enterprise

Mr. Dong Fan

Managing Director

U-Energy Thaketa Power Co.,LTD.

The Content of Schedules

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 1

Operating Characteristics for each Generating Unit

SCHEDULE 1

OPERATING CHARACTERISTICS FOR EACH GENERATING UNIT

1 INTRODUCTION

1.1 The information required to be provided by this Schedule 1 is divided into the following three parts:

- This Part 1 Introduction;
- Part 2, to be completed in support of Seller's proposed Contracted Capacity (GNCC) and Contracted Net Heat Rate;
- Part 3, to be completed to provide technical information to demonstrate the Seller's understanding of and compliance of the Seller's Facility design with the Plant Technical Characteristics as set out in Schedule 7 (Plant Technical Characteristics) and related requirements of the Project.

1.2 Correction curves or formulae to be used for adjustment of capacity and heat rate shall be Project specific and be based on adjustment against the reference conditions stated in paragraph 2.2.

1.3 Where information is requested in respect of multiple Generating Units, the Seller shall provide the required information on a Generating Unit by Generating Unit basis.

1.4 Seller shall provide all figures to no more than three decimal places.

1.5 Seller shall complete and submit the missing specification and data which are indicated as "Later" in this Schedule 1 to the MEPE for approval within 120 days after sign of PPA.

2 CONTRACTED CAPACITY PARAMETERS

2.1 The Seller shall provide in the tables in the following Section below all of the information to the extent relevant to its Bid, in support of its proposed Contracted Capacity (CC) and Contracted Net Heat Rate (CNHR). The information provided will be used for the purposes of Bid evaluation and will also be incorporated where relevant into the PPA provisions regarding the performance of Tests.

2.2 Unless otherwise stated, Reference Conditions for CC and CNHR shall be as follows:

(a) Ambient air temperature (dry bulb) 27.5°C

(b)	Relative humidity	77%
(c)	Ambient site barometric pressure	1012.9 mbar
(d)	River water temperature	Later
(e)	LHV of natural gas	849 BTU/scf
(f)	Frequency	50 Hz
(g)	System voltage level	66 kV

- CC is the power available as measured at the Connection Point
- CNHR is based on fuel Lower Heating Value ("LHV") and CC
- Power factor is measured at the Connection Point

2.3 Performance Parameters

Parameter	Units	Data			
		1	2	3	4
Load Point	**%**	**100**	**90**	**80**	**75**
Gross output of each unit at generator terminals:					
Gas turbine	kW	70000	63000	56000	52500
Steam turbine	kW	36000	33874	31869	30910
Total gross output of Facility	kW	106000	96874	87870	83409
Maximum Auxiliary Demand and losses of Facility	kW	3600	3600	3600	3600
CC of the Facility	kW	102400	93274	84270	79809
Fuel consumption (LHV basis):					
All gas turbines	BTU/s	198897	184207	170193	163621
All HRSG's with supplementary firing (if applied)	BTU/s	N/A	N/A	N/A	N/A
Total	BTU/s	198897	184207	170193	163621
Gross Heat Rate of Facility (LHV basis)	BTU/kWh	6670	6875	7119	7238
Net Heat Rate of Facility (HV basis)	BTU/kWh	7530	7762	8171	9333

Turbine inlet cooling	on/off	off	off	off	off
Basis of Data:					
Air inlet pressure loss of gas turbines	mbar	5.26	5.26	5.26	5.26
Exhaust pressure loss of gas turbines	mbar	26.50	22.40	19.14	17.80
Exhaust flow of gas turbines	kg/s	201.8	186.9	172.1	165.7
Exhaust temperature of gas turbines	°C	609.1	614.2	623.3	628.1

Parameter	Units	Data
Emissions		
Exhaust gas emissions		
Exhaust gas (dry condition) quality for each combined cycle Generating Unit, at HRSG outlet, supplementary fired case, base load		
Oxides of nitrogen, NO_x	ppmvd@15%o2	25
Carbon monoxide, CO	ppmvd	25
Smoke density	Bacharach	N/A
Reference O_2 content	% Vol	N/A
Noise Emissions		
Maximum noise level during construction at site boundary	dB(A)	85
Maximum noise level during normal operation at:		
the Facility boundary fence with all units in operation	dB(A)	70
at 1 m distance from each gas turbine generator enclosure unit	dB(A)	/
inside steam turbine hall (if applicable)	dB(A)	N/A
inside the Facility control room	dB(A)	50
inside the administration building, offices	dB(A)	50
Assumptions made		

Remark: According to GE Guarantee Technical data for emission, if the load of GT is less than 59% load the Exhaust gas emissions will exceed the environmental limits.

2.4 Contracted Capacity (CC) for each One Thousand Hours

The Contracted Capacity of the Facility for each One Thousand Hours is specified in the table below.

Contracted Output for Thaketa 6F.03 (combined cycle)

Unit: MW

Hours	Event	MWdeg%	Output
0		0.000%	106.00
1000		1.308%	104.61
2000		1.545%	104.36
3000		1.705%	104.19
4000		1.829%	104.06
5000		1.933%	103.95
6000		2.022%	103.86
7000		2.101%	103.77
8000		2.172%	103.70
9000		2.237%	103.63
10000		2.298%	103.56
11000		2.353%	103.51
12000		2.406%	103.45
13000		2.455%	103.40
14000		2.501%	103.35
15000		2.546%	103.30
16000		2.588%	103.26
17000		2.628%	103.21
18000		2.667%	103.17
19000		2.704%	103.13
20000		2.739%	103.10
21000		2.774%	103.06
22000		2.807%	103.02
23000		2.839%	102.99
24000	HGP	2.870%	102.96
24001		2.870%	102.96

Hours	Event	MWdeg%	Output
24001		2.870%	102.96
25000		2.901%	102.92
26000		2.930%	102.89
27000		2.959%	102.86
28000		2.986%	102.83
29000		3.014%	102.81
30000		3.040%	102.78
31000		3.066%	102.75
32000		3.091%	102.72
33000		3.116%	102.70
34000		3.140%	102.67
35000		3.164%	102.65
36000		3.187%	102.62
37000		3.210%	102.60
38000		3.232%	102.57
39000		3.254%	102.55
40000		3.275%	102.53
41000		3.296%	102.51
42000		3.317%	102.48
43000		3.337%	102.46
44000		3.357%	102.44
45000		3.377%	102.42
46000		3.397%	102.40
47000		3.416%	102.38
48000	MI	3.434%	102.36
48001		1.717%	104.18

Hours	Event	MWdeg%	Output
48001		1.717%	104.18
49000		2.231%	103.64
50000		2.362%	103.50
51000		2.455%	103.40
52000		2.530%	103.32
53000		2.594%	103.25
54000		2.651%	103.19
55000		2.702%	103.14
56000		2.749%	103.09

Hours	Event	MWdeg%	Output
72001		3.248%	102.56
73000		3.271%	102.53
74000		3.294%	102.51
75000		3.316%	102.49
76000		3.338%	102.46
77000		3.359%	102.44
78000		3.380%	102.42
79000		3.400%	102.40
80000		3.420%	102.37

57000		2.792%	103.04
58000		2.833%	103.00
59000		2.871%	102.96
60000		2.907%	102.92
61000		2.942%	102.88
62000		2.975%	102.85
63000		3.007%	102.81
64000		3.037%	102.78
65000		3.066%	102.75
66000		3.095%	102.72
67000		3.122%	102.69
68000		3.149%	102.66
69000		3.174%	102.64
70000		3.200%	102.61
71000		3.224%	102.58
72000	HGP	3.248%	102.56
72001		3.248%	102.56

81000		3.440%	102.35
82000		3.460%	102.33
83000		3.479%	102.31
84000		3.497%	102.29
85000		3.516%	102.27
86000		3.534%	102.25
87000		3.552%	102.23
88000		3.569%	102.22
89000		3.586%	102.20
90000		3.603%	102.18
91000		3.620%	102.16
92000		3.637%	102.14
93000		3.653%	102.13
94000		3.669%	102.11
95000		3.685%	102.09
96000	MI	3.701%	102.08
96001		1.850%	104.04

Hours	Event	MWdeg%	Output
96100		2.101%	103.77
97000		2.371%	103.49
98000		2.503%	103.35
99000		2.595%	103.25
100000		2.669%	103.17
101000		2.733%	103.10
102000		2.788%	103.04
103000		2.838%	102.99
104000		2.884%	102.94
105000		2.926%	102.90
106000		2.966%	102.86
107000		3.003%	102.82
108000		3.038%	102.78
109000		3.072%	102.74
110000		3.104%	102.71
111000		3.134%	102.68
112000		3.163%	102.65
113000		3.192%	102.62
114000		3.219%	102.59
115000		3.245%	102.56
116000		3.271%	102.53
117000		3.296%	102.51
118000		3.320%	102.48
119000		3.343%	102.46
120000	HGP	3.366%	102.43
120001		3.366%	102.43

Hours	Event	MWdeg%	Output
120001		3.366%	102.43
121000		3.386%	102.41
122000		3.408%	102.39
123000		3.430%	102.36
124000		3.450%	102.34
125000		3.471%	102.32
126000		3.491%	102.30
127000		3.510%	102.28
128000		3.530%	102.26
129000		3.549%	102.24
130000		3.567%	102.22
131000		3.585%	102.20
132000		3.603%	102.18
133000		3.621%	102.16
134000		3.638%	102.14
135000		3.655%	102.13
136000		3.672%	102.11
137000		3.689%	102.09
138000		3.705%	102.07
139000		3.721%	102.06
140000		3.737%	102.04
141000		3.753%	102.02
142000		3.768%	102.01
143000		3.784%	101.99
144000	MI	3.799%	101.97
144001		1.900%	103.99

Hours	Event	MWdeg%	Output
144001		1.900%	103.99
145000		2.431%	103.42
146900		2.650%	103.19
148000		2.733%	103.10
149000		2.797%	103.04
150000		2.852%	102.98
151000		2.903%	102.92
152000		2.949%	102.87
153000		2.991%	102.83
154000		3.030%	102.79
155000		3.068%	102.75
156000		3.103%	102.71
157000		3.136%	102.68
158000		3.168%	102.64
159000		3.198%	102.61
160000		3.227%	102.58
161000		3.255%	102.55
162000		3.283%	102.52
163000		3.309%	102.49
164000		3.334%	102.47
165000		3.359%	102.44
166000		3.383%	102.41
167000		3.406%	102.39
168000	HGP	3.429%	102.37
168001		3.429%	102.37

Hours	Event	MWdeg%	Output
168001		3.429%	102.37
169000		3.451%	102.34
170900		3.491%	102.30
172000		3.514%	102.28
173000		3.534%	102.25
174000		3.554%	102.23
175000		3.573%	102.21
176000		3.592%	102.19
177000		3.611%	102.17
178000		3.629%	102.15
179000		3.647%	102.13
180000		3.665%	102.12
181000		3.682%	102.10
182000		3.699%	102.08
183000		3.716%	102.06
184000		3.732%	102.04
185000		3.749%	102.03
186000		3.765%	102.01
187000		3.781%	101.99
188000		3.796%	101.98
189000		3.812%	101.96
190000		3.827%	101.94
191000		3.842%	101.93
192000	MI	3.857%	101.91
192001		1.928%	103.96

2.5 Gross Heat Rate for each One Thousand Hours

Cross Heat Rate (LHV) for Thaketa 6F.03
Combined Cycle

Unit: BTU/kWh

Hours	Event	HRdeg%	Load Condition (Combined Cycle GT + ST)										
			100%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%
0		0.000%	6,670	6,726	6,875	6,992	7,119	7,238	7,372	7,461	7,655	7,955	8,267
1000		0.673%	6,715	6,858	7,010	7,129	7,259	7,379	7,516	7,607	7,805	8,110	8,428
2000		0.782%	6,722	6,865	7,017	7,136	7,266	7,387	7,524	7,615	7,814	8,119	[illegible]
3000		0.855%	6,727	6,870	7,023	7,142	7,272	7,393	7,530	7,621	7,819	8,125	8,444
4000		0.912%	6,731	6,874	7,027	7,146	7,276	7,397	7,534	7,625	7,824	8,129	[illegible]
5000		0.959%	6,734	6,877	7,030	7,149	7,279	7,400	7,538	7,628	7,827	8,133	[illegible]
6000		1.000%	6,737	6,880	7,033	7,152	7,282	7,403	7,541	7,632	7,831	8,137	8,456
7000		1.036%	6,739	6,883	7,035	7,154	7,285	7,406	7,543	7,634	7,833	8,139	[illegible]
8000		1.068%	6,741	6,885	7,037	7,157	7,287	7,408	7,546	7,637	7,836	8,142	[illegible]
9000		1.097%	6,743	6,887	7,039	7,159	7,289	7,410	7,548	7,639	7,838	8,144	8,464
10000		1.124%	6,745	6,889	7,041	7,161	7,291	7,412	7,550	7,641	7,840	8,147	[illegible]
11000		1.149%	6,747	6,890	7,043	7,162	7,293	7,414	7,552	7,643	7,842	8,149	8,468
12000		1.173%	6,748	6,892	7,045	7,164	7,295	7,416	7,554	7,645	7,844	8,150	8,470
13000		1.195%	6,750	6,893	7,046	7,166	7,296	7,418	7,555	7,646	7,846	8,152	[illegible]
14000		1.215%	6,751	6,895	7,048	7,167	7,298	7,419	7,557	7,648	7,847	8,154	8,474
15000		1.235%	6,752	6,896	7,049	7,168	7,299	7,421	7,558	7,649	7,849	8,155	[illegible]
16000		1.254%	6,754	6,897	7,050	7,170	7,300	7,422	7,560	7,651	7,850	8,157	[illegible]
17000		1.272%	6,755	6,899	7,052	7,171	7,302	7,423	7,561	7,652	7,852	8,158	8,478
18000		1.289%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	[illegible]
19000		1.306%	6,757	6,901	7,054	7,173	7,304	7,426	7,564	7,655	7,854	8,161	[illegible]
20000		1.322%	6,758	6,902	7,055	7,175	7,305	7,427	7,565	7,656	7,855	8,163	8,483
21000		1.337%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	[illegible]
22000		1.352%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
23000		1.366%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8,486
24000	HGP	1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	[illegible]
24001		1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	8,488
25000		1.394%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	[illegible]
26000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	[illegible]
27000		1.419%	6,765	6,909	7,062	7,181	7,312	7,434	7,572	7,663	7,863	8,170	8,491
28000		1.432%	6,766	6,910	7,063	7,182	7,313	7,435	7,573	7,664	7,864	8,171	[illegible]
29000		1.444%	6,766	6,910	7,064	7,183	7,314	7,436	7,574	7,665	7,865	8,172	[illegible]
30000		1.456%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
31000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	[illegible]
32000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
33000		1.489%	6,769	6,913	7,067	7,186	7,317	7,439	7,577	7,669	7,868	8,176	8,497
34000		1.500%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	[illegible]

35000		1.510%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,178	8,498
36000		1.521%	6,771	6,916	7,069	7,189	7,320	7,441	7,580	7,671	7,871	8,179	8,499
37000		1.531%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,500
38000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
39000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
40000		1.560%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,503
41000		1.569%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,182	8,503
42000		1.578%	6,775	6,919	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,504
43000		1.587%	6,776	6,920	7,074	7,193	7,324	7,446	7,584	7,676	7,876	8,184	8,505
44000		1.596%	6,776	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,185	8,506
45000		1.605%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,877	8,185	8,506
46000		1.613%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
47000		1.622%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,679	7,879	8,187	8,508
48000	MI	1.630%	6,779	6,923	7,076	7,196	7,328	7,449	7,588	7,679	7,879	8,187	8,508
48001		0.489%	6,703	6,845	6,997	7,116	7,245	7,366	7,503	7,593	7,791	8,095	8,413
49000		0.826%	6,725	6,868	7,021	7,139	7,270	7,391	7,528	7,618	7,817	8,123	8,441
50000		0.909%	6,731	6,874	7,026	7,145	7,276	7,397	7,534	7,625	7,823	8,129	8,448
51000		0.967%	6,734	6,878	7,030	7,149	7,280	7,401	7,538	7,629	7,828	8,134	8,453
52000		1.013%	6,738	6,881	7,034	7,153	7,283	7,404	7,542	7,633	7,832	8,138	8,457
53000		1.052%	6,740	6,884	7,036	7,155	7,286	7,407	7,545	7,635	7,835	8,141	8,460
54000		1.085%	6,742	6,886	7,039	7,158	7,288	7,410	7,547	7,638	7,837	8,143	8,463
55000		1.115%	6,744	6,888	7,041	7,160	7,290	7,412	7,549	7,640	7,839	8,146	8,465
56000		1.143%	6,746	6,890	7,043	7,162	7,292	7,414	7,551	7,642	7,842	8,148	8,468
57000		1.168%	6,748	6,892	7,044	7,164	7,294	7,416	7,553	7,644	7,844	8,150	8,470
58000		1.191%	6,749	6,893	7,046	7,165	7,296	7,417	7,555	7,646	7,845	8,152	8,472
59000		1.213%	6,751	6,895	7,047	7,167	7,297	7,419	7,557	7,648	7,847	8,154	8,474
60000		1.234%	6,752	6,896	7,049	7,168	7,299	7,420	7,558	7,649	7,849	8,155	8,475
61000		1.253%	6,754	6,897	7,050	7,170	7,300	7,422	7,560	7,651	7,850	8,157	8,477
62000		1.271%	6,755	6,899	7,051	7,171	7,302	7,423	7,561	7,652	7,852	8,158	8,478
63000		1.289%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	8,480
64000		1.306%	6,757	6,901	7,054	7,173	7,304	7,426	7,564	7,655	7,854	8,161	8,481
65000		1.322%	6,758	6,902	7,055	7,175	7,305	7,427	7,565	7,656	7,855	8,163	8,483
66000		1.337%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	8,484
67000		1.352%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
68000		1.367%	6,761	6,905	7,058	7,178	7,309	7,430	7,568	7,659	7,859	8,166	8,486
69000		1.381%	6,762	6,906	7,059	7,179	7,310	7,431	7,569	7,660	7,860	8,167	8,488
70000		1.394%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
71000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	8,490
72000	HGP	1.420%	6,765	6,909	7,062	7,182	7,312	7,434	7,572	7,663	7,863	8,170	8,491
72001		1.420%	6,765	6,909	7,062	7,182	7,312	7,434	7,572	7,663	7,863	8,170	8,491
73000		1.432%	6,766	6,910	7,063	7,182	7,313	7,435	7,573	7,664	7,864	8,171	8,492
74000		1.444%	6,766	6,910	7,064	7,183	7,314	7,436	7,574	7,665	7,865	8,172	8,493
75000		1.456%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
76000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	8,495
77000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
78000		1.489%	6,769	6,913	7,067	7,186	7,317	7,439	7,577	7,669	7,868	8,176	8,497
79000		1.500%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	8,498

80000		1.510%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,178	8,498
81000		1.520%	6,771	6,916	7,069	7,189	7,320	7,441	7,579	7,671	7,871	8,178	8,499
82000		1.530%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,50[illegible]
83000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
84000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,50[illegible]
85000		1.559%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,50[illegible]
86000		1.568%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,674	7,875	8,182	8,503
87000		1.577%	6,775	6,919	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,5[illegible]
88000		1.586%	6,776	6,920	7,073	7,193	7,324	7,446	7,584	7,676	7,876	8,184	8,5[illegible]
89000		1.595%	6,776	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,184	8,506
90000		1.604%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,877	8,185	8,5[illegible]
91000		1.612%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
92000		1.621%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
93000		1.629%	6,779	6,923	7,076	7,196	7,327	7,449	7,588	7,679	7,879	8,187	8,5[illegible]
94000		1.637%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509
95000		1.645%	6,780	6,924	7,078	7,197	7,329	7,451	7,589	7,680	7,881	8,189	8,5[illegible]
96000	MI	1.653%	6,780	6,925	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,5[illegible]
96001		0.496%	6,703	6,846	6,998	7,116	7,246	7,366	7,503	7,593	7,791	8,096	8,414
96100		0.670%	6,715	6,858	7,010	7,128	7,258	7,379	7,516	7,607	7,805	8,110	8,4[illegible]3
97000		0.856%	6,727	6,870	7,023	7,142	7,272	7,393	7,530	7,621	7,819	8,125	8,4[illegible]4
98000		0.943%	6,733	6,876	7,029	7,148	7,278	7,399	7,536	7,627	7,826	8,132	8,451
99000		1.004%	6,737	6,880	7,033	7,152	7,282	7,404	7,541	7,632	7,831	8,137	8,[illegible]6
100000		1.051%	6,740	6,884	7,036	7,155	7,286	7,407	7,544	7,635	7,834	8,141	8,460
101000		1.091%	6,743	6,886	7,039	7,158	7,289	7,410	7,547	7,638	7,838	8,144	8,463
102000		1.126%	6,745	6,889	7,041	7,161	7,291	7,413	7,550	7,641	7,840	8,147	8,[illegible]6
103000		1.157%	6,747	6,891	7,044	7,163	7,293	7,415	7,552	7,643	7,843	8,149	8,469
104000		1.185%	6,749	6,893	7,046	7,165	7,295	7,417	7,554	7,646	7,845	8,151	8,[illegible]1
105000		1.210%	6,751	6,894	7,047	7,167	7,297	7,419	7,556	7,647	7,847	8,153	8,[illegible]3
106000		1.234%	6,752	6,896	7,049	7,168	7,299	7,420	7,558	7,649	7,849	8,155	8,475
107000		1.256%	6,754	6,898	7,050	7,170	7,301	7,422	7,560	7,651	7,850	8,157	8,[illegible]7
108000		1.277%	6,755	6,899	7,052	7,171	7,302	7,424	7,561	7,652	7,852	8,159	8,[illegible]9
109000		1.296%	6,756	6,900	7,053	7,173	7,303	7,425	7,563	7,654	7,853	8,160	8,481
110000		1.315%	6,758	6,902	7,055	7,174	7,305	7,426	7,564	7,655	7,855	8,162	8[illegible]32
111000		1.332%	6,759	6,903	7,056	7,175	7,306	7,428	7,565	7,657	7,856	8,163	8,484
112000		1.349%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
113000		1.365%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8[illegible]36
114000		1.381%	6,762	6,906	7,059	7,179	7,310	7,431	7,569	7,660	7,860	8,167	8,488
115000		1.395%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8[illegible]89
116000		1.410%	6,764	6,908	7,061	7,181	7,312	7,433	7,571	7,663	7,862	8,170	8[illegible]90
117000		1.423%	6,765	6,909	7,062	7,182	7,313	7,434	7,572	7,664	7,863	8,171	8,491
118000		1.437%	6,766	6,910	7,063	7,183	7,314	7,435	7,573	7,665	7,864	8,172	8[illegible]92
119000		1.450%	6,767	6,911	7,064	7,184	7,315	7,436	7,574	7,666	7,865	8,173	8,[illegible]93
120000	HGP	1.462%	6,768	6,912	7,065	7,185	7,315	7,437	7,575	7,666	7,866	8,174	8,494
120001		1.462%	6,768	6,912	7,065	7,185	7,315	7,437	7,575	7,666	7,866	8,174	8[illegible]94
121000		1.473%	6,768	6,912	7,066	7,185	7,316	7,438	7,576	7,667	7,867	8,175	8,495
122000		1.485%	6,769	6,913	7,066	7,186	7,317	7,439	7,577	7,668	7,868	8,176	8,496
123000		1.497%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	[illegible]49[illegible]

124000		1.508%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,177	8,498
125000		1.519%	6,771	6,915	7,069	7,189	7,320	7,441	7,579	7,671	7,871	8,178	8,499
126000		1.530%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,500
127000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
128000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
129000		1.560%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,503
130000		1.570%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,182	8,503
131000		1.580%	6,775	6,920	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,504
132000		1.589%	6,776	6,920	7,074	7,194	7,325	7,446	7,585	7,676	7,876	8,184	8,505
133000		1.598%	6,777	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,185	8,506
134000		1.607%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,878	8,185	8,507
135000		1.616%	6,778	6,922	7,076	7,195	7,327	7,448	7,587	7,678	7,878	8,186	8,507
136000		1.625%	6,778	6,923	7,076	7,196	7,327	7,449	7,587	7,679	7,879	8,187	8,508
137000		1.634%	6,779	6,923	7,077	7,197	7,328	7,450	7,588	7,679	7,880	8,188	8,509
138000		1.642%	6,780	6,924	7,077	7,197	7,328	7,450	7,589	7,680	7,880	8,188	8,509
139000		1.650%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,510
140000		1.658%	6,781	6,925	7,078	7,198	7,330	7,452	7,590	7,681	7,882	8,190	8,511
141000		1.666%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
142000		1.674%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,682	7,883	8,191	8,512
143000		1.682%	6,782	6,927	7,080	7,200	7,331	7,453	7,592	7,683	7,883	8,192	8,513
144000	MI	1.690%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,513
144001		0.507%	6,704	6,847	6,998	7,117	7,247	7,367	7,504	7,594	7,792	8,097	8,414
145000		0.879%	6,729	6,872	7,024	7,143	7,273	7,394	7,532	7,622	7,821	8,127	8,446
146900		1.025%	6,738	6,882	7,034	7,154	7,284	7,405	7,543	7,633	7,832	8,139	8,458
148000		1.079%	6,742	6,886	7,038	7,157	7,288	7,409	7,547	7,638	7,837	8,143	8,462
149000		1.120%	6,745	6,888	7,041	7,160	7,291	7,412	7,550	7,641	7,840	8,146	8,466
150000		1.155%	6,747	6,891	7,043	7,163	7,293	7,415	7,552	7,643	7,843	8,149	8,469
151000		1.186%	6,749	6,893	7,046	7,165	7,296	7,417	7,555	7,646	7,845	8,152	8,471
152000		1.214%	6,751	6,895	7,048	7,167	7,298	7,419	7,557	7,648	7,847	8,154	8,474
153000		1.240%	6,753	6,896	7,049	7,169	7,299	7,421	7,559	7,650	7,849	8,156	8,476
154000		1.264%	6,754	6,898	7,051	7,171	7,301	7,423	7,560	7,652	7,851	8,158	8,478
155000		1.286%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	8,480
156000		1.307%	6,757	6,901	7,054	7,174	7,304	7,426	7,564	7,655	7,854	8,161	8,481
157000		1.327%	6,759	6,902	7,055	7,175	7,306	7,427	7,565	7,656	7,856	8,163	8,483
158000		1.345%	6,760	6,904	7,057	7,176	7,307	7,429	7,566	7,658	7,857	8,164	8,485
159000		1.363%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8,486
160000		1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	8,488
161000		1.396%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
162000		1.411%	6,764	6,908	7,061	7,181	7,312	7,433	7,571	7,663	7,862	8,170	8,490
163000		1.426%	6,765	6,909	7,062	7,182	7,313	7,435	7,572	7,664	7,864	8,171	8,491
164000		1.440%	6,766	6,910	7,063	7,183	7,314	7,436	7,574	7,665	7,865	8,172	8,493
165000		1.454%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
166000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	8,495
167000		1.480%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
168000	HGP	1.493%	6,770	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
168001		1.493%	6,770	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
169000		1.505%	6,770	6,915	7,068	7,188	7,319	7,440	7,578	7,670	7,870	8,177	8,498

170900		1.527%	6,772	6,916	7,069	7,189	7,320	7,442	7,580	7,671	7,871	8,179	8,500
172000		1.539%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
173000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,5[illegible]
174000		1.561%	6,774	6,918	7,072	7,192	7,323	7,444	7,583	7,674	7,874	8,182	8,503
175000		1.571%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,183	8,5[illegible]
176000		1.581%	6,775	6,920	7,073	7,193	7,324	7,446	7,584	7,675	7,876	8,183	8,5[illegible]
177000		1.591%	6,776	6,920	7,074	7,194	7,325	7,447	7,585	7,676	7,876	8,184	8,505
178000		1.601%	6,777	6,921	7,074	7,194	7,325	7,447	7,586	7,677	7,877	8,185	8,5[illegible]
179000		1.610%	6,777	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,5[illegible]7
180000		1.620%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
181000		1.629%	6,779	6,923	7,076	7,196	7,327	7,449	7,588	b	7,879	8,187	8,5[illegible]
182000		1.638%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509
183000		1.646%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,680	7,881	8,189	8,510
184000		1.655%	6,780	6,925	7,078	7,198	7,329	7,451	7,590	7,681	7,881	8,189	8,5[illegible]1
185000		1.664%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
186000		1.672%	6,782	6,926	7,079	7,199	7,331	7,453	7,591	7,682	7,883	8,191	8,5[illegible]2
187000		1.680%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,683	7,883	8,191	8,5[illegible]3
188000		1.688%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,513
189000		1.696%	6,783	6,928	7,081	7,201	7,332	7,454	7,593	7,684	7,884	8,193	8,[illegible]4
190000		1.704%	6,784	6,928	7,082	7,202	7,333	7,455	7,593	7,685	7,885	8,193	8,[illegible]15
191000		1.711%	6,784	6,929	7,082	7,202	7,333	7,455	7,594	7,685	7,886	8,194	8,515
192000	MI	1.719%	6,785	6,929	7,083	7,203	7,334	7,456	7,594	7,686	7,886	8,194	8,[illegible]6
192001		0.516%	6,704	6,847	6,999	7,118	7,247	7,368	7,505	7,595	7,793	8,098	8,415
193000		0.890%	6,729	6,873	7,025	7,144	7,274	7,395	7,532	7,623	7,822	8,128	8,447
194000		1.036%	6,739	6,883	7,035	7,154	7,285	7,406	7,543	7,634	7,833	8,139	8,[illegible]9
195000		1.090%	6,743	6,886	7,039	7,158	7,289	7,410	7,547	7,638	7,838	8,144	8,463
196000		1.131%	6,745	6,889	7,042	7,161	7,292	7,413	7,550	7,641	7,841	8,147	8,[illegible]67
197000		1.166%	6,748	6,891	7,044	7,164	7,294	7,415	7,553	7,644	7,843	8,150	8[illegible]70
198000		1.197%	6,750	6,894	7,046	7,166	7,296	7,418	7,555	7,646	7,846	8,152	8,472
199000		1.225%	6,752	6,895	7,048	7,168	7,298	7,420	7,557	7,649	7,848	8,155	8[illegible]75
200000		1.251%	6,753	6,897	7,050	7,170	7,300	7,422	7,559	7,651	7,850	8,157	8,[illegible]77
201000		1.275%	6,755	6,899	7,052	7,171	7,302	7,423	7,561	7,652	7,852	8,159	8,479
202000		1.297%	6,757	6,900	7,053	7,173	7,304	7,425	7,563	7,654	7,854	8,160	8[illegible]81
203000		1.318%	6,758	6,902	7,055	7,174	7,305	7,427	7,564	7,656	7,855	8,162	8,482
204000		1.338%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	8,484
205000		1.356%	6,760	6,904	7,057	7,177	7,308	7,429	7,567	7,658	7,858	8,165	8[illegible]86
206000		1.374%	6,762	6,906	7,059	7,178	7,309	7,431	7,569	7,660	7,860	8,167	8,487
207000		1.391%	6,763	6,907	7,060	7,179	7,310	7,432	7,570	7,661	7,861	8,168	8[illegible]88
208000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	8[illegible]90
209000		1.422%	6,765	6,909	7,062	7,182	7,313	7,434	7,572	7,663	7,863	8,171	8,491
210000		1.437%	6,766	6,910	7,063	7,183	7,314	7,435	7,573	7,665	7,864	8,172	[illegible]92
211000		1.451%	6,767	6,911	7,064	7,184	7,315	7,436	7,574	7,666	7,865	8,173	[illegible]93
212000		1.465%	6,768	6,912	7,065	7,185	7,316	7,437	7,575	7,667	7,867	8,174	8,495
213000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	[illegible]96
214000		1.491%	6,769	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
215000		1.504%	6,770	6,914	7,068	7,187	7,318	7,440	7,578	7,670	7,870	8,177	8,498
216000		1.504%	6,770	6,914	7,068	7,187	7,318	7,440	7,578	7,670	7,870	8,177	[illegible]498

217000		1.516%	6,771	6,915	7,069	7,188	7,319	7,441	7,579	7,671	7,871	8,178	8,499
218000		1.538%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
219000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
220000		1.561%	6,774	6,918	7,072	7,192	7,323	7,444	7,583	7,674	7,874	8,182	8,503
221000		1.572%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,183	8,504
222000		1.582%	6,776	6,920	7,073	7,193	7,324	7,446	7,584	7,676	7,876	8,183	8,504
223000		1.592%	6,776	6,920	7,074	7,194	7,325	7,447	7,585	7,676	7,876	8,184	8,505
224000		1.602%	6,777	6,921	7,075	7,194	7,326	7,447	7,586	7,677	7,877	8,185	8,506
225000		1.612%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
226000		1.621%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
227000		1.631%	6,779	6,923	7,077	7,196	7,328	7,450	7,588	7,679	7,879	8,187	8,509
228000		1.640%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509
229000		1.649%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,510
230000		1.657%	6,781	6,925	7,078	7,198	7,329	7,451	7,590	7,681	7,881	8,189	8,511
231000		1.666%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
232000		1.675%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,683	7,883	8,191	8,512
233000		1.683%	6,782	6,927	7,080	7,200	7,331	7,453	7,592	7,683	7,883	8,192	8,513
234000		1.691%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,514
235000		1.699%	6,783	6,928	7,081	7,201	7,332	7,455	7,593	7,684	7,885	8,193	8,514
236000		1.707%	6,784	6,928	7,082	7,202	7,333	7,455	7,593	7,685	7,885	8,194	8,515
237000		1.715%	6,784	6,929	7,082	7,202	7,334	7,456	7,594	7,686	7,886	8,194	8,516
238000		1.722%	6,785	6,929	7,083	7,203	7,334	7,456	7,595	7,686	7,887	8,195	8,516
239000		1.730%	6,785	6,930	7,083	7,204	7,335	7,457	7,595	7,687	7,887	8,195	8,517
240000		1.740%	6,786	6,931	7,084	7,204	7,335	7,458	7,596	7,687	7,888	8,196	8,518
241000		1.750%	6,787	6,931	7,085	7,205	7,336	7,458	7,597	7,688	7,889	8,197	8,519
242000		1.760%	6,787	6,932	7,086	7,206	7,337	7,459	7,597	7,689	7,889	8,198	8,519
243000		1.770%	6,788	6,933	7,086	7,206	7,338	7,460	7,598	7,690	7,890	8,199	8,520
244000		1.780%	6,789	6,933	7,087	7,207	7,338	7,460	7,599	7,690	7,891	8,199	8,521
245000		1.790%	6,789	6,934	7,088	7,208	7,339	7,461	7,600	7,691	7,892	8,200	8,522
246000		1.800%	6,790	6,935	7,088	7,208	7,340	7,462	7,600	7,692	7,893	8,201	8,523
247000		1.810%	6,791	6,935	7,089	7,209	7,341	7,463	7,601	7,693	7,893	8,202	8,524
248000		1.820%	6,791	6,936	7,090	7,210	7,341	7,463	7,602	7,694	7,894	8,203	8,524
249000		1.830%	6,792	6,937	7,090	7,211	7,342	7,464	7,603	7,694	7,895	8,203	8,525
250000		1.840%	6,793	6,937	7,091	7,211	7,343	7,465	7,603	7,695	7,896	8,204	8,526
251000		1.850%	6,793	6,938	7,092	7,212	7,343	7,466	7,604	7,696	7,896	8,205	8,527
252000		1.860%	6,794	6,939	7,093	7,213	7,344	7,466	7,605	7,697	7,897	8,206	8,528
253000		1.870%	6,795	6,939	7,093	7,213	7,345	7,467	7,606	7,697	7,898	8,207	8,529
254000		1.880%	6,795	6,940	7,094	7,214	7,346	7,468	7,606	7,698	7,899	8,207	8,529
255000		1.890%	6,796	6,941	7,095	7,215	7,346	7,469	7,607	7,699	7,900	8,208	8,530
256000		1.900%	6,797	6,941	7,095	7,216	7,347	7,469	7,608	7,700	7,900	8,209	8,531
257000		1.910%	6,797	6,942	7,096	7,216	7,348	7,470	7,609	7,700	7,901	8,210	8,532

The Gross Heat Rate for each one thousand hours is specified in the table below, please be noted that the Gross Heat Rate is not include auxiliary power demand and losses of Facility.

2.6 Contracted Operating Characteristics

Parameter	Units	Data
Contracted Operating Characteristics		
Starting and Loading Times		
Downtime conditions defining start-ups of power units or steam systems;		
Cold	hours	over 36 hours
Warm	hours	between 12 and 36 hours
Hot	hours	less than 12 hours
Gas Turbine unit start times for each unit		
Time to full speed no-load;		
Cold	minute	14
Warm	minute	14
Hot	minute	14
Total time to base load;		
Cold	minute	26
Warm	minute	26
Hot	minute	26
Minimum notice required to synchronize a gas turbine unit from a condition of de-synchronization	minute	later
Corresponding starting and loading diagram showing all start-up procedures	Drg. No.	later
Steam System — HRSG and steam turbine (if combined cycle)		
With one gas turbine operating at base load:		
Time to steam turbine full speed no-load		

Cold	minute	later
Warm	minute	later
Hot	minute	later
Total time to base load of one steam turbine: (1 GT in operation)		
Cold	minute	150
Warm	minute	120
Hot	minute	105
Corresponding starting and loading diagram showing all start-up procedures	Drg. No.	Later
Entire Facility from Cold Start:		Later
Time to full speed no-load:		
Gas turbines	minute	14
Steam turbines	minute	105
Total time to base load:		
Parameter	**Units**	**Data**
Gas turbines	minute	Later
Steam turbines	minute	150
Corresponding starting and loading diagram showing all start-up procedures	Drg. No.	Later
Start-up Fuel Consumption		
Fuel consumption for one normal start-up from cold condition to 100% base load for each gas turbine;	MMBTU	230(LHV)
Ramping rates		Later
Normal ramp rate of each gas turbine from		
- Cold start	kW/minute	
- Warm start	kW/minute	
- Hot start	kW/minute	
Emergency ramp rate of each gas turbine from;		

- Cold start	kW/minute	
-W arm start	kW/minute	
- Hot start	kW/minute	
Normal ramp rate of each steam turbine from;		
- Cold start	kW/minute	
- Warm start	kW/minute	
- Hot start	kW/minute	
Emergency ramp rate of each steam turbine from;		
- Cold start	kW/minute	
-Warm start	kW/minute	
- Hot start	kW/minute	
Minimum time off-load		
-Gas Turbine units	minute	
-Steam Turbine units	minute	
Maximum deloading rate		
-Gas Turbine units	minute	
- Steam Turbine units	minute	

Parameter	Units	Data	
Contracted Operating Characteristics			
Generator output		**Gas Turbine**	**Steam Turbine**
Diagram showing limits to active power available dependent on power factor	Drg. No.		
Peak load of gas turbines	% base load		
Voltage variations			
Maximum generator busbar voltage variation	±%	5	5
Maximum 66kV variation	±%	10	10
Frequency variations			
Maximum frequency variation	±%	2%, 5% with time limits	2%, 5% with time limits
Diagram showing limits		Later	Later
Other characteristics of power units		Later	Later
Diagrams and descriptions for:			
Control modes for stabilisation of system frequency			
Response capabilities - additional active power increase or decrease - over a period of:			
5 seconds (primary response)	MW		
30 seconds (secondary response)	MW		
5 minutes (five minute response)]	MW		
Tertiary Reserve Time taken to reach CC from minimum load on a synchronised power unit	minute		
Tertiary Reserve Time taken to reach CC from 80% CC	minute		
Single point of failure analysis		Later	Later

Detailed analysis of single point of failure for the Facility (i.e. any piece of equipment that in the event of its failure would cause a loss of total output of the Facility)	Doc. No.		

Parameter	Units	Data
Correction Curves and Equations Diagram		Later
Combined Cycle Facility configuration		
Gross output and gross heat rate of each gas turbine plotted against;		
Ambient air temperature	Drg. No.	
Ambient air pressure	Drg. No.	
Relative humidity	Drg. No.	
Inlet air pressure loss	Drg. No.	
Exhaust pressure loss	Drg. No.	
Power factor	Drg. No.	
Frequency	Drg. No.	
CC and Net Heat Rate of the Facility plotted against:		Later
Ambient air temperature	Drg. No.	
Ambient air pressure	Drg. No.	
Relative humidity	Drg. No.	
Inlet air pressure loss	Drg. No.	
Exhaust pressure loss	Drg. No.	
Power factor	Drg. No.	
Frequency	Drg. No.	
River water temperature	Drg. No.	
MW/% of CC curve showing loading range for combination of gas turbines between n and n-(n-1):	Drg. No.	

Heat Rate/% of CC curve showing loading range for combination of gas turbines between n and n-(n-1):	Drg. No.	Later
Heat balance diagrams for:	Drg. No.	
Load Point 1;	Drg. No.	
Load Point 2;	Drg. No.	
Load Point 3;	Drg. No.	
Load Point 4;	Drg. No.	
CC versus Total Net Heat Rate	Drg. No.	

3 TECHNICAL DATA SCHEDULES

3.1 Basic Design Conditions

Parameter	Units	Detail
General Design of the Facility		
Simple or combined cycle configuration		combined cycle
Number of gas turbines		1
Number of steam turbines		1
Generating Unit Configuration		
Number of Generating Units		2
Number of gas turbines per Generating Unit		1
Number of steam turbines per Generating Unit		1
Design lifetime of the Facility		30 years
Design wind speed		144km/h
Design rainfall	mm/year	2890.6
Seismic design classification according to US Uniform Building Code		0.3g
Area required for the Facility	m^2	39400
Area required for the Temporary Area	m^2	7920
Fuel Data		
Natural Gas (dry condition)		
Natural Gas supply pressure range at Gas Connection Facilities downstream boundary	barg	24.6-28.1
Peak Natural Gas consumption at maximum Power Output at most unfavourable ambient conditions	Nm^3/s	Later

3.2 Gas Turbine Generators

Parameter	Units	Details
Gas Turbine		
Manufacturer		GE
Type or Model Number		6FA.03
Number of Units proposed		1
Number of gas turbines of this model number in operation		160
Number of operating hours for this model	M hours	4.6
Generators		
Manufacturer		GE
Manufacturer's location		Franch
Design standard		**IEC**
Type or model number		A33(6FA)
No. of units		1
Speed	rpm	3000
Rated output	MVA	89
Rated power factor		0.85
Maximum air temperature	°C	40
Nominal rated terminal voltage	kV	11.5
Generator capability curve	Drg. No.	Later
Start Up And Loading		**Later**
Recommended time for one GT:		
Start to synchronise	minute	14
Synchronise to base load	minute	26
Emissions Control System		Later
Dry Low NOx	yes/no	yes
Emissions on Natural Gas @15% O_2 v/v dry basis		

Oxides of nitrogen (NO_X as NO_2)		
100% Load	ppmvd@15%o2	25
75%Load	ppmvd@15%o2	N/A
Carbon monoxide(CO)		
100% Load	ppmvd	25
75% Load	ppmvd	N/A
Governor		**Later**
Type		
Speed range	rpm/rpm	
Droop: normal/adjustment range	%/%	
Governor transfer block	Drg. No.	
Compressor		
Air flow	kg/s	200
Compression ratio		15.8:1
Number of stages		18
Combustion System		
Number and type of chambers		6
Burner type		DLN
Number of burners per chamber		6
Combustion Turbine		
Max turbine inlet temperature	°C	later
(Including method of determination)		
Gas flow rate	kg/s	202
Number of stages		3
Gas Turbine Natural Gas System		
Design gas flow rate	kg/s	4.7
Maximum allowable pressure	bar a	35.5

Minimum allowable pressure	bar a	25.6
Maximum allowable temperature	°C	
Zatika gas		140
Yadanar gas		32
Minimum allowable temperature	°C	
Zatika gas		127
Yadanar gas		17
Gas Filter Separators		
Number		2
Type		later
Design pressure	Bar a	later
Design temperature	°C	later
Fuel Gas Flow Meters		**Later**
Design flow rate (min/max)		
Accuracy		
Fuel Gas Analysis Equipment		**Later**
Type		
Manufacturer		
Accuracy		
Air Intake Sytem		
Type		Static
Filter material and treatment		Later
Evaporative Cooling/fogging	Yes/No	No
Dampers		
Type		Later
Guillotine	Yes/No	Yes
Actuation		Hydraulic

Starting Equipment		
Type of starting equipment proposed(e.g. static, motor)		SFC
Manufacturer		GE
Number of starting units provided		1
Rating	kW	Later
Speed	Rpm	Later
BLACK STAR GENERATOR(if applicable if Island Mode requriments are not possible)		N/A
Type		/
No.		/
Rating		/
Fire Protection And Detection		**Later**
Manufacturer		
Type of detectors		
Type of extinguishant		CO2
Method of discharging extinguishant		
Description of instrumentation and alarms		
Gas Detection System		**Later**
Manufacturer		
Type of detectors		
Maintenance		**Later**
Formulae used in calculating the frequency of routine inspections and major overhauls		
Combustor Inspection		
Anticipated period between routine inspections (natural gas operation)	Hours	
Duration of routine inspection	Hours	
Staffing requirements		

Description of activities:		
Hot Gas Path Inspection		
Anticipated period between routine inspections (natural gas operation)	Hours	
Duration of routine inspection	Hours	
Staffing requirements		
Description of activities:		
Major Overhaul		
Anticipated period between routine inspections (natural gas operation)	Hours	
Duration of routine inspection	Hours	
Staffing requirements		
Description of activities:		

3.3 Heat Recovery Steam Generators

In addition to providing the information specified in the following tables, Seller shall also provide the following information if they propose to provide Heat Recovery Steam Generators ("HRSG") :

(a) Typical cross-sectional drawings of the proposed HRSG.

(b) Applied codes for design, manufacture and testing.

Design Code: ASME; Manufacture Code: Pressure parts will adopt ASME material; non-pressure parts will adopt GB; material Test Code: ASME.

(c) Details of chimney emission monitoring equipment to be provided.

(d) Comment on the HRSG's capability, where applicable, for 'dry' operation of the process loops during normal operation of the gas turbine. In particular, specify the maximum simple cycle output.

No.	Description		Unit	Guarantee case
1	HP Steam Of HRSG outlet	Temperature	°C	514.5
2		Pressure	MPa.a	6.726
3		FLow	t/h	121.7
4	LP Steam Of HRSG outlet	Temperature	°C	201.7
5		Pressure	MPa.a	0.76
6		FLow	t/h	10.82

(e) Describe the HRSG blow-down system(s) proposed.

The intermittent flash tank is furnished for HRSG blow-down. The continuous blow-down rate of HP system is 0.5% at BMCR. All the water of intermittent and continuous blow-down flow to the intermittent flash tank.

(f) State the design fouling factors applied to the gas side, water/steam side and process side of the HRSG design.

Fouling factors applied to the gas side: 0176 m2·°C/KW.

Fouling factors applied to the water/steam side: 0176 m2·°C/KW.

(g) State the design number of thermal cycles and what determines a "thermal cycle".

Parameter	Units	Detail
Heat Recovery Steam Generators		
Manufacturer		Hangzhou Boiler Group Co., Ltd.
Design code		ASME Boiler & Pressure Vessel Code, Section 1
Test code		ASME
Type/Capacity		Horizontal, natural circulation / 121.7t/h
Arrangement (indoor/outdoor)		outdoor
Number of pressure stages		2
Supplementary firing (if applicable)		N/A
Type		/
Firing capacity (fuel input)		/
Natural Gas	MWth	/

Parameter	Units	Detail		
Base Load:		Min Temp	Max Temp	ISO Temp
Ambient conditions				
Temperature	°C	11	40.5	15
Pressure	bar	1.0129	1.0129	1.0129
Relative humidity	%	77	77	60
Gas turbine exhaust conditions:		Later	Later	
Gas flow rate	kg/s			213.9
Enthalpy	kJ/kg			643.3
Gas specific volume	m3/kg			2.497
Exhaust gas analysis:				

CO_2	%			3.67
CO	%			0
NO_x	%			0
H_2O	%			8.19
O_2	%			12.69
SO_2	%			0
HRSG exhaust gas pressure drop	mbar			28.3
Gas temperatures at:		Later	Later	
GT exhaust	℃			596.9
Chimney outlet	℃			91.8
Acid dewpoint at economiser outlet	℃			NA
Number HRSG pressure loops		2	2	2
Number of heating surfaces		Later	Later	4

Parameter	Units	Details			
Load:(% of Base Load)		100	90	80	75
Fuel fired in gas turbine					
Ambient conditions:(Design Condition)					
Temperature	℃	27.5	27.5	27.5	27.5
Pressure	mbar	1.0129	1.0129	1.0129	1.0129
Relative humidity	%	77	77	77	77
Gas turbine exhaust conditions:					
Gas flow rate	kg/s	201.1	186.3	171.53	165.1
Enthalpy	kJ/kg	661.7	667.7	678.4	684.4
Gas specific volume	m3/kg	2.497	2.497	2.497	2.497
Exhaust gas mass analysis					
CO2	%	3.64	3.63	3.62	3.61
CO	%	0	0	0	0
NOx	%	0	0	0	0
H2O	%	9.85	9.82	9.82	9.8
O2	%	12.39	12.42	12.42	12.45
SO2	%	0	0	0	0
HRSG exhaust gas pressure drop	mbar	25.5	22.1	18.9	17.6
Gas temperatures at:					
GT exhaust	℃	609.1	614.2	623.3	628.1
Chimney outlet	℃	90.2	87.6	87.05	87.4
Acid dew-point at economiser outlet	℃	NA	NA	NA	NA
Number HRSG pressure loops		2	2	2	2
Number of heating surfaces		Later	Later	Later	Later

Parameter	Units	Details	
Confirm that the following items are supplied:		**Delete as required**	**Number**
Blowdown vessel		YES / NO	**Later**
Motorised isolation valves		YES / NO	**Later**
Manual isolation valves		YES / NO	**Later**
Non-return valves		YES / NO	**Later**
performance and maintenance data		YES / NO	**Later**
HRSG chemical dosing system for all steam/water loops		YES / NO	**Later**
Fixed access for maintenance and inspection will be provided		YES / NO	**Later**
HRSG steam and water automatic sampling, monitoring and recording equipment supplied		YES / NO	**Later**
Type of drum water level controller		YES / NO	**Later**
Header inspection ports		YES / NO	**Later**
Inert gas purge system for fuel loops		YES / NO	**Later**
Inspection and Maintenance			**Later**
Intervals			**Later**
Regular inspection and maintenance hours	hours		**Later**
Major inspection (including boiler internals, stack hours etc)	hours		**Later**
Duration			**Later**
Regular inspection and maintenance days	days		**Later**
Major inspection (including boiler internals, stack days etc)	days		**Later**
Anticipated annual forced outage hours (each HRSG)	hours		Later

3.4 Steam, Feedwater and Condensate System

Parameter	Units	Details		
Turbine Steam Bypass Dump Device/Valve		High Pressure	Intermediate Pressure	Low Pressure
Manufacturer				
Design standard				
Number per unit				
Design steam bypass capacity	kg/s			
Design pressure	Bar			
Design temperature	℃			
Is valve combined pressure reducing and desuperheating type?	Yes / No			
Design Pressures of the dump device;				
a) Upstream	Bar			
b) Downstream	Bar			
Steam temperature downstream	℃			
Desuper heated Spray water;				
a) source				
b) pressure	Bar			
c) temperature	℃			
d) flow range	Kg/s			
e) maximum flow demand	Kg/s			
Start Up Steam Bypass Dump Device/Valve				
Manufacturer				
Design standard				
Number per unit				

Design steam bypass capacity	Kg/s			
Design pressure	Bar			
Design temperature	℃			
Is valve combined pressure reducing and desuperheating type?	Yes/No			
Design pressures of the dump device:				
a) upstream	Bar			
b) downstream	Bar			
Steam temperature	℃			
Desuper heated. Spray water:				
a) source				
Heaters (if applicable)				
Design flow rating	Kg/s			
Design pressure	bar a			
Design temperature	℃			
Design standard				
Manufacturer				
Description				
Number				
Flow rate	Kg/s			
HRSG Feedwater Pumps (for each pressure level)				
Description				
Manufacturer				
Number of and duty				
Type				

Pumped fluid:				
Density	Kg/m3			
Temperature	℃			
Performance Requirements :				
Design Duty Capacity Capacity	Litre/s			
Capacity @ best efficiency	Litre/s			
Total head	M			
Efficiency	%			
Net positive suction head required	M			
Net positive suction had available	M			
Absorbed power	kW			
Pump motor rating	kW			
Deaerator				
Type of deaerator				
Manufacturer				
Design standard				
Number				
Rated capacity	Kg/s			

3.5 Steam Turbines

Parameter	Units	Details		
Generators				
Manufacturer		later		
Manufacturer's location		China		
Design standard		IEC60034/GB		
Type or model number		later		
No. of units		1		
Speed	rpm	3000		
Rated output	MVA	47.825		
Rated power factor		0.8		
Maximum air temperature	℃	later		
Nominal rated terminal voltage	kV	11.0		
Generator capability curve	Drg. No.	later		
Steam turbines				
Manufacturer		Shanghai turbine works Co.,Ltd or Hanzhou Steam Turbine Co., Ltd or Dongfang Turbine Co.,Ltd		
Manufacturer's location		China		
Design standard		IEC60045		
Number of cylinders		2		
Number of pressure loops		later		
High pressure turbine stop valve conditions:				
Pressure	bar a	60.94		
Temperature	℃	539.5		
Flow	kg/s	31.78		
Exhaust conditions:				
Pressure	bar a	0.082		
Temperature	℃	42		
Flow	kg/s	35.97		
Dryness fraction	%	0.9013		
Condenser cooling water temperature:				
Inlet	℃	30		
Rise	℃	39		
Heat balance diagram No.				
Recommended time for:		Cold	Warm	Hot
Start to synchronise	minute	105	75	60
Synchronise to base load	minute	45	45	45
Minimum(emergency) time for:				

Start to synchronise	minute	later	later	later
Turbine construction				
Main and Start-up Governors		later		
Type				
Speed range	rpm/rpm			
Droop:normal/adjustment range	%/%			
Governor transfer block	Drg. No.			
Automatic Voltage regulator can maintain 100% voltage at the generator terminals over the full range of Operating Parameters	Yes/No			
Emergency Overspeed Governor		later		
Number				
Type				
Stop and Control Valves		later		
Number of emergency stop valves				
Method of governing (throttle/nozzle)				
Number of throttle/control valves				
Number of low pressure emergency stop valves				
Number of low pressure interceptor control valves				
Barring Gear Type/drive Casing Tapping		later		
The Seller is requested to provide details of the principal steam tappings (bled, passout. or pass-in), on the proposed turbine;				
Lubricating Oil System		later		
Capacity of lube oil storage tank	m3	later		
Lube Oil Filters				
Number				
Type				
Capacity	litre/s			
Lube Oil Pumps		Lube Oil	Jacking	Relay
Description		later	later	later
Number				

Efficiency				

3.6 Condensers & Accessories (Later)

Parameter	Units	Details		
Condensers & Accessories				
Type				
Manufacturer		Shanghai Turbine Company, Ltd. or Hanzhou Steam Turbine Co., Ltd or Dongfang Turbine Co.,Ltd		
Manufacturer location		China		
Manufacturer of tubes				
Design standard				
		Temperature ℃		
		Design	Max	min
Heat load condenser	kg/s			
Mass flow to condenser	kg/s			
Condenser vacuum	mbar			
Steam temperature inlet	°C			
Condenser temperature inlet	°C			
Inlet cooling water/air temperature	°C			
Outlet cooling water/air temperature	°C			
Header				
Type				
Material				
Tubes				
Type				
Material				
Fans				
No. of fans per condenser				
Fan air mass flow rate	kg/s			
Maximum power condenser per fan	kw			
Sound power lever per fan	dBA			
Vacuum raising Equipment				
Number and type of duty air ejectors				
Number and type of start-up (hogging) air ejectors				
Number of duty air ejectors in-service				
- Normal on load operation				
- Start-up operation				
Start-up operation time to establish	minute			

vacuum Condenser Extraction Pumps Manufacturer Type				
Number Design capacity	liters/minute@ barg			

3.7 River Water intake and outfall facilities

Parameter	Units	Details
Design Capacity of River Water System		
River Water system design capacity	m3/h	Later
Cooling water requirement	m3/h	Later
Facility water requirement	m3/h	Later
Total requirement	m3/h	344
Intake and outfall		Later
General description of the river water system with water balance diagram		
Pump House		
Location of Pump house		power plant
Source of Pump power supply		Later
Number of Pumps installed		2
Capacity of each pump	m^3/s	0.096
Pump filter type		Later
Total Pump House Power requirement	kW	55
Water Intake Pipeline		DN300
Pipe diameter	m	1.4
Design velocity	m/s	Later
Design capacity	m^3/s	0.096
Pipe material		Steel Framed composite pipe
Design Code		Later
Outfall		NO
Outfall location		

Flow rate	m3/h	
Water temperature Rise	℃	
Composition of Outfall water	Details	
Evaporation Pond		NO
Volume of Evaporation pond	m^2	Later
Maximum flow to evaporation Pond	m^3/s	
Evaporation Pond Lining material		
Cooling Towers		
Type		Mechanical draft cooling tower
Number		3
Capacity of CW pump	m3/h	8640
Redundancy		Later

3.8 Auxiliary Plant (Later)

Parameter	Units	Details
Auxiliary Cooling Water System		
Type		
Number of systems per Generating Unit		
Type of water used		
Heat exchangers		
Number of heat exchangers per unit		
Type of heat exchangers		
Capacity of each heat exchangers	%	
Recirculation Pumps		
Number of pumps per unit		
Capacity of each pump	%	
Major consumers connected to the auxiliary cooling water system (list)		
Radiators		
Type		
Manufacturer		
Number of radiators per Unit		
Capacity of each radiator	%	
Cranes and Lifting Gear (if applicable)		
Overhead Travelling Cranes		
Number		
Location		
Manufacturer		
Safe working load:		
Main hoist	Tonne	

Aux hoist (where applicable)	Tonne	
Control positions		
Workshop, Tools, Laboratories, etc		
Mechanical workshop		
Machine tool workshop		
Welding and blacksmiths workshop		
Electrical workshop		
Control and instrument workshop		
Workshop store		
Laboratories		

Parameter	Units	Details
Potable Water System		
Source of potable water		Ngamoeyeik creek
Reference diagram of potable water system		
Potable Water Demands		
Maximum hourly demand	m^3	3
Average daily demand	m^3	
Annual average demand	m^3	
Storage capacity	m^3	50
Service Water System		
Source of service water		
Reference diagram of service water system	Drg. No.	
Service Water Demands		
Maximum hourly demand	m^3	
Average daily demand	m^3	
Annual average demand	m^3	

3.8 Auxiliary Plant (Later)

Parameter	Units	Details
Auxiliary Cooling Water System		
Type		
Number of systems per Generating Unit		
Type of water used		
Heat exchangers		
Number of heat exchangers per unit		
Type of heat exchangers		
Capacity of each heat exchangers	%	
Recirculation Pumps		
Number of pumps per unit		
Capacity of each pump	%	
Major consumers connected to the auxiliary cooling water system (list)		
Radiators		
Type		
Manufacturer		
Number of radiators per Unit		
Capacity of each radiator	%	
Cranes and Lifting Gear (if applicable)		
Overhead Travelling Cranes		
Number		
Location		
Manufacturer		
Safe working load:		
Main hoist	Tonne	

Storage capacity	m^3	
Demineralised Water Treatment Plant (if applicable)		
Source of demineralised water supply		
Number of demineralisation trains		
Number/type of ion exchangers per train		
Ion Exchangers		
Chemical Tanks		
- Number of Units		
- Water input per unit	m3/h	
- Clarified Water Output per unit	m3/h	
Demineralised Water Quality		
Conductivity	µS/cm	
Total dissolved solids	Ppm	
Capacity of waste water neutralisation	m^3/day	
Service & Instrument Air System		
Compressor Units		
Quantity		
Manufacturer		Shanghai Ingersoll-Rand Compressor Co., Ltd. or Shanghai CompAir Compressor Co. Ltd. or BOGE Compressor (Shanghai） Co.,Ltd.
Type/Model		
Capacity	Sm3/h	
Air Drier Unit		
Manufacturer		

Type/Model		
Air Receiver		
Capacity	m3	
Air Receiver (Instrument System)		
Capacity	m3	
Instrument Air		
Distribution pressure	Bar	
Service Air		
Distribution pressure	Bar	

3.9 Fuel Gas System (Later)

Parameter	Units	Details
Facility Fuel Gas System		
Minimum Natural Gas pressure required at Delivery Point	bar a	
No of pressure regulating lines		
Capacity of each pressure regulating line in relation to the total Fuel Gas demand of the Facility		
Pipeline		
Diameter	mm	
Specifications		
Design code/ Pressure rating		
Design life		
Gas Compressors		
No.		
Delivery Pressure	Bar g	
Output of each compressor	Sm3/h	
Pressure Accumulator Capacity	m3	
Condensate Storage Facilities		
Capacity of collection vessels	m3	
Maximum condensate collection rate	m3/s	
Gas/Liquid Separators		
Type		
Number		
Rated capacity (gas)	Sm3/h	
Rated capacity (liquid)	m3/h	
Gas Pre-heaters		

Type		
Number		
Rated capacity	Sm3/h	
Gas Filters		
Number		
Rated capacity	Sm3/h	
Natural Gas Flow Meters		
Manufacturer		
Type		
Number		
Design flow rate(min/max)	Sm3/h	
Accuracy	%	
Parameter	**Units**	**Details**
Emergency Shutdown Valves		
Duty/location		
Number		
Actuating gas pressure	bar g	

3.10 Electrical Equipment

Parameter	Unit	Details
Gas Turbine Generator and Excitation		
General Information		
Manufacturer		GE
Country of origin		USA
Place of manufacture		Later
Type		A33(6FA)
Type reference		Later
Design standard		IEC
Cooling classification	IC	TEWAC/Air
Primary cooling medium		Air
Enclosure classification	IP	54
Speed @ 50 Hz	rpm	3000
Maximum continuous rating (MCR) at rated lagging power factor and maximum secondary coolant temperature	MVA	89MVA
Peak rating at rated lagging power factor and maximum secondary coolant temperature	MVA	
Rated terminal voltage and range	kV/±%1	11.5kV/±5%
Rated power factor;		
-lagging		0.85
-leading		0.95
Rated phase current	A	4468
- M C R	A	N/A
- p e a k rating (if any)	A	N/A
General Characteristics		
Reactances and tolerances on base	MVA	N/A

Sub-transient (direct axis)		
saturated	%	14
unsaturated	%	17.5
Transient (direct axis);		
saturated	%	22
/nsat/rated	%	24
Synchronous (direct axis)		
unsaturated	%	175
Sub-transient (quadrature axis);		
saturated	%	14
unsaturated	%	18
Transient (quadrature axis)	%	43
Synchronous (quadrature axis)		
unsaturated	%	24
Negative sequence unsaturated	%	17.6
Zero sequence unsaturated	%	9.8
Armature leakage	%	13
Stator winding d.c. resistance per phase at 20°C	ohms	0.001440(25°C)
Time Constants;		
-sub-transient (direct axis)	s	0.049(DO)
-transient (direct axis)	s	7.940(DO)
-sub-transient (quadrature axis)	s	0.031(Q)
-transient (quadrature axis)	s	0.129(Q)
short circuit ratio		0.50
winding capacitance per phase	μF	0.453
Inertia constant of generator, exciter and driver	MWs/MVA	Later
Negative phase sequence capability		

- I_2 continuous	%	Later
- I_2^2t	s	8
Generator efficiency at maximum hydrogen temperature at:		
- peak rating(if any)	%	N/A
- 100%	%	98.65
- 80%MCR	%	Later
- 60%MCR	%	Later
- 40%MCR	%	Later
Voltage waveform deviation at rates voltage on open circuit	%	<±5%
Estimated voltage waveform deviation at MCR		N/A
AVR/excitation system transfer function diagram	Drg. No.	Later
Brushless Rotary Excitation System(if applicable)		Later
Manufacturer		
Country of origin		
Type		
Pilot exciter		N/A
Manufacture		
Country of origin		
Type		
Static Excitation Equipment (if applicable)		Later
Manufacturer		
Country of origin		
Type		
Automatic Voltage Regulator		Later
-Manufacturer		

-Country of origin		
-Type		Automatic
Automatic Voltage regulator can maintain 100% voltage at the generator terminals over the full range of Operating Parameters	Yes/No	Yes
Neutral Earthing		
-Manufacturer		GE
-Country of origin		As perOEM
-Type		indoor/outdoor
Winding temperature rise after passing short time rated current for 10 s	K	<50
Cooling System		
Number of coolers;		4
Type		Fin fan cooler
Manufacture		Later
Country of origin		Later
Hydrogen Seals		N/A
Manufacturer		
Country of origin		
Generator Transformers		
Manufacturer		XIAN XD Transformer Co., Ltd. or TBEA Hengyang Transformer Group Co., Ltd. or BAODING TIANWEI BAOBIAN ELECTRIC CO.,LTD
Design Standard		IEC
Max. continuous rating(oil natural air natural)	MVA	72

Max. continuous rating(oil natural air natural)	MVA	90
Nominal ratio of transformation		66/11.5
Off-load/On-load tap change		On-load
Number of steps		17
Tap step size	%	1.25
Tap range	%	±10
Generator Circuit Breakers		
Manufacturer		Later
Type		SF6
Rating/time	kA/sec	63kA/1s
Generator Busbars		
Nominal busbar curentrating	A	6000
Steam Turbine Generator and Excitation		
General Information		
Manufacturer		XIAN XD Transformer Co., Ltd. or TBEA Hengyang Transformer Group Co., Ltd. or BAODING TIANWEI BAOBIAN ELECTRIC CO.,LTD
Country of manufacture		China
Place of anufacture		China
Type		QF
Type reference		Later
Design standard		IEC 60034/GB
Cooling classicfication	IC	Closed Air cooling system

Primary cooling medium		Air-Water
Enclosure classicfication	IP	Later
Speed	Rpm	3000
MCR at rated lagging power factor and maximum secondary coolant temperature	MVA	47.825
Peak rating at rated lagging power factor and maximum secondary coolant temperature(if any)	MVA	Later
Rated terminal voltage and range	kV	11
Rated power factor		
lagging		0.8
leading		0.9
Rated phase current at:		
MCR	A	2510
Peak rating (if any)	A	N/A
General Characteristics		Later
Reactances and tolerances on base	MVA	
Sub-transient (direct axis)		
saturated	%	11.7
unsaturated	%	15.6
Transient (direct axis);		
saturated	%	17.9
/nsat/rated	%	20
Synchronous (direct axis)		
unsaturated	%	220.3
Sub-transient (quadrature axis);		
saturated	%	
aturated	%	
Transient (quadrature axis)	%	

Synchronous (quadrature axis)		
unsaturated	%	
Negative sequence unsaturated	%	15.8
Zero sequence unsaturated	%	7.1
Armature leakage	%	
Stator winding d.c. resistance per phase at 20°C	ohms	
Time Constants;		
-sub-transient (direct axis)	s	
-transient (direct axis)	s	
-sub-transient (quadrature axis)	s	
-transient (quadrature axis)	s	
short circuit ratio		≥0.45
winding capacitance per phase	µF	
Inertia constant of generator, exciter and driver	MWs/MVA	
Negative phase sequence capability		
- I_2 continuous	%	<10%
- I_2^2t	s	≤15
Generator efficiency at maximum hydrogen temperature at:		
- peak rating(if any)	%	N/A
- 100%MCR	%	97.5%
- 80%MCR	%	97.35
- 60%MCR	%	96.94
- 40%MCR	%	95.68
Voltage waveform deviation at rates voltage on open circuit		N/A
Estimated voltage waveform deviation at MCR		N/A

AVR/excitation system transfer function diagram	Drg. No.	Later
Brushless Rotary Excitation System(if applicable)		
Manufacturer		As Generator OEM
Country of origin		China
Type		Later
Pilot exciter		N/A
Manufacture		
Country of origin		
Type		
Static Excitation Equipment (if applicable)		Later
Manufacture		
Country of origin		
Type		
Automatic Voltage Regulator		Later
Automatic Voltage Regulator:		
- Manufacture		
- Country of origin		
- Type		Digital
Manual voltage regulator		Later
- Manufacture		
- Type		manual
Neutral Earthing		Later
Manufacture		
Country of origin		China
Type		Indoor

Winding temperature rise after passing short time rated current for 10 seconds	^{0}C	<50
Cooling System		
Number of coolers		4
Type		Air-Water
Manufacture		Later
Country of origin		China
Hydrogen Seals		N/A
Manufacturer		/
Country of origin		/
Type		/
Hydrogen/Air Driers		Air Driers
Number of driers		8
Manufacturer		Later
Country of origin		China
Type of drier		Copper
Generator Transformer		
Manufacturer		Later
Design Standard		IEC/GB
Max. continuous rating (oil natural air natural)	MVA	40
Max. continuous rating (oil natural air forced)	MVA	50
Normal ratio of transformation	kV	66/11
Vector group reference IEC.76		YN,d11
Type of cooling		ONAN/ONAF
Range of transformation ratio variation HV/LV	percent	±10% at HV side
Off-load/On-load tap change		On-load
Number of steps		17

Tap step size	%	1.25
Tap range	%	10%
Generator Circuit Breakers		
Manufacture		Later
Type		Vacuum
Rating /time	kA /s	63kA/1s
Generator Busbars		
Nominal current rating	A	4000
MV Switchgear and Protection		
Manufacture		Later
Type		KYN28A or equal
Class/Design standard		IEC/GB
Frequency	Hz	50
Rated nominal service voltage	kV	6.6
Switchgear rate voltage	kV	7.2
Impulse withstand on 1.2/50 µs wave	kV	Later
Normal current rating	A	1250/630
M V Neutral Earthing Resistors		Later
Manufacturer		
Type reference		
Design standard		IEC/GB
Metering Equipment		
Active energy meters		
Manufacturer		
Type		Digital
Design standard		IEC/GB

Accuracy class	0.5/0.2
Reactive energy meters	
Manufacturer	Later
Type	Digital
Design standard	IEC/GB
Accuracy class	2
Indicating Voltmeters	
Manufacture	Later
Type	Digital
Design standard	IEC/GB
Accuracy class	0.5
Indicating ammeters	
Manufacture	Later
Type	Digital
Design standard	IEC/GB
Accuracy class	0.5
Indicating wattmeters	
Manufacture	Later
Type	Digital
Design standard	IEC/GB
Accuracy class	0.5
DC Systems	Later
Batteries	
Manufacture	Later
Type	Valve regulated lead-acid battery
Design standard	Later

Voltage	V	Voltage DC 220V
Chargers		Later
Manufacture		Later
Type		High frequency switching charger
Design standard		Later
DC Switchboards		
Manufacture		Later
Type		Later
Design standard		Later
Power cable		Later
For each circuit		Later
Manufacture		Later
Type		11kV cable: ZRC-YJV-6.6/6.6 400V cable: ZRC-VV-0.6/1
Design standard		Later
Auxiliary cables		Later
For each circuit		
Manufacture		Later
Type		400V cable: ZRC-VV-0.6/1
Design standard		Later
Distributed Control System (DCS) Technical Detai		Later
Proposed DCS:		
Manufacturer		Emerson/ ABB/

Model or generic name		Foxboro/GE
Version nos. of all software		
General description		
Previous applications (client, plant and location) of the version nos. stated.	No.	
Number of systems in service to date, for the version nos. stated.		
Manufacturer's corporate plan for ongoing support	Years	
Support period for all offered equipment		
Demonstration of past/future design compatibility of the proposed hardware and software.		
Specification of proposed DCS elements;		
functional processing unit and memory		
workstation processing unit and memory		Yes, Controller, power, communication redundancy
redundancy		
volatile memory back-up		
resident location of system software		
resident location of application software		
proposed power supply arrangement		As practical requirement
power deman	kVA	
	kVAr	English
application software language		As per DCS manufacturer's standard
identify all cards and modules which cannot be removed on line		
		Later
Electromagnetic Compatibility		

Standards: DCS equipment Input/output (I/O) modules peripherals Design and installation techniques to minimise susceptibility to electromagnetic interference Immunity to mobile radio interference	

3.11 Control and Instrumentation

Parameter	Units	Details
System Arrangement		
Provide DCS/Control systems overview block diagram and description, (indicate all redundancy, interfaces, protocols, processors, I/O, etc) Indicate physical and functional distribution.		DCS/Control systems overview block diagram and description see to Network Structures of Automation Control System of the Plant. Redundancy configuration is used on the DCS. The network is not divided by functions but only a auxiliary control network is subordinated for remote control of the auxiliary shop system. External systems like natural gas regulating system, gas turbine control system, and DEH shall be connected to DCS network via communication and hard wiring. This system conduct redundancy configuration for important system parts like the data bus, communication hardware, CPU, and power supply as well as important parameters.
State software architecture		
-if hierarchical state number of hierarchy levels		Yes
-how is emergency shutdown achieved		Set backuped manual operation on the operation station
-describe Emergency Shut Down interface with DCS		hardware
- describe level of automation with respect to operator actions during start-up, operation , shut down, emergency stops.		The startup, stoppage, monitoring and controlling, and accident handling of combined cycle units

		are operated in the centralized control room (CCR). Details see I&C feasibility study report.
-describe interfaces with;		
-management information system		by communication
-operation/maintenance system		by communication and hardware
-remote load despatch centre with respect to signal exchange and system function		by communication
-state OSI policy to be applied to this project		Yes
DCS Highway and all Communications Links		
All type of cables and connectors		UTP or Optical fiber
Communications protocols		OPC, Modbus or others
-standard		IEC or ISO
-error detection and correction		Yes
-methods of assignment of highway addresses		Yes
Redundancy		Yes
Bandwidth	MHz	
Baud rate(s)	bps	100M
Estimated highway loading and method of assessment		Token net: =<40% ,Ethernet: =<20%
Maximum operational length per link	m	As per DCS manufacturer's standard
Maximum allowable update time	s	As per DCS manufacturer's standard
System scan rates		
- analogue scan rates		250ms or other
- digital scan rates		100ms or other
Equipment Reliability Data(mean time		Later

between failures)		
DCS equipment		
- workstation	years	
- memory supply	years	
- power supply	years	
- communications module	years	
- other distributed processors	years	
I/O modules		
- digital inputs	years	
- digital outputs	years	
- analogue inputs	years	
- analogue outputs	years	
- remote I/O	years	
Overall system availability and method of assessment		
mean time to repair for certain system faults (detail)		
Confirmations/Further Information		
Confirm that;		
- scope includes DCS configuration, provide a description of project management, engineering, information gathering, etc		Yes
-scope includes DCS factory acceptance testing, (FAT) describe the scope and method proposed for the FAT.		Yes
-scope includes DCS site acceptance testing		Yes
- at any node input, output and power supply modules can be removed and replaced without de-energising the equipment		Yes
- at dual redundant nodes, processors can be removed and replaced without		Yes

disturbance to the Facility and without de-energising the equipment	
- at dual redundant nodes, communication modules can be removed and replaced without disturbance to the Facility and without de-energising the equipment	Yes
- system will be referenced to the GPS master clock. State type of time synchronisation.	Yes
Standards	
List all proposed standards applicable to the whole control system.	As per DCS manufacturer's standard
Uninterruptible Power Supply;	
-manufacturer	Later
-model and type	220V
-rating and comparison with load requirements	Later
-voltage variation	220V±10%
-frequency variation	50Hz±2.5Hz
-arrangement, redundancy	Dual redundancy
Instrument air system:	Later
-compressor manufacturer	
-compressor model and type	
-drier manufacturer	
-drier model and type	
-guaranteed dewpoint	
Programmable logic controllers (PLC)	Later
PLC Technical Data	Later
Proposed range of PLCs:	Later
-Manufacturer	

-Model -General description -Previous applications (client, plant & location) Manufacturer's corporate plan for on-going support		
ull specification of proposed PLC:		
-main processing unit and memory		
-power supplies		220V
-redundancy		Yes
-volatile memory back-up		
EPROM capability for application program		
PLC Serial Communications Link		
Type of cable		Later
Communications protocol:		Later
-standard (or description if non-standard)		RS232 or RS422/485
-error detection and correction		Yes
Redundancy		Yes
Baud rate(s)	bps	1M
Maximum operational length per link	m	RS232: 15m; RS422/485 :50-1000m

3.12 Fire and Gas Protection and Detection for the Facility

Parameter	Units	Details
Fire Water Storage Tanks		
Quantity		1
Type		RCC
Capacity (each tank)	m^3	300
Electric Motor Driven Fire Pumps		XBD7/35， Q=35L/S， H=0.7Mpa,n=1480
Quantity		Later
Listing/approval		Later
Rating	litre/minute @bar g	2100@ 7
Diesel Engine Driven Fire Pumps		
Quantity		1
Listing/approval		/
Rating	litre/minute @bar g	/
Fire Main Pipework		
Material		Steel pipe
Fire Main Valves		Later
Listing/approval		
Fire Hydrants		Later
Type		Pillar/Underground
Listing/approval		
Fire and Gas Protection and Detection		Later

Fire Alarm System		Later
Listing/Approvals		
Number of zones		
Type of system:		Conventional/addressable
Extension capacity	%	
Gas Detection System		Later
Listing/Approvals		
Number of flammable gas detectors		
Extension Capacity	%	

3.13 Environmental Impact

Parameter	Units	Detail
Environmental Parameters		
Stack Parameters		
Stack height	m	40
Multi-flue stack	yes/no	No
Bypass stack height	m	40
Stack diameter	m	3.2
By-pass stack diameter	m	3.2
Stack exit velocity (average/max)	m/s	Later
Stack exit temperature (average/max)	°C	Later
Bypass stack exit velocity (average/max)	m/s	Later
Bypass stack exit temperature (average/max)	°C	Later
Stack Monitoring		Later
Type		
Manufacturer		
Temperature		
O2		
NO_x		
CO		
Other		
Water Effluent (to Outflows)		
Predicted discharge composition		
- Toxicity	TU	Later
- Suspended solids	mg/litre	50

- Ammonia (as N_2)	mg/litre	10
- pH	mg/litre	6~9
- B O D	mg/litre	30
- C O D	mg/litre	125
- Temperature	°C	Later
- Total Dissolved Solids	mg/litre	Later
- Total Phoshorous	mg/litre	2
Volume discharge rate (average/max)	m3/s	Later
Monitoring		
Description of method of monitoring effluent discharge		Offline analysis
Source Noise Level		
Boiler	dB(A)	≤85
Stack	dB(A)	≤85
Air inlets to GT	dB(A)	
GT hall/enclosure noise breakout	dB(A)	≤85
ST hall noise breakout	dB(A)	≤90
ST power transformers	dB(A)	≤85
Gas compressor (if required)	dB(A)	≤90
Other significant sources	dB(A) & source	≤85
River Water Requirements		Later
- Maximum	m3/s	
- Minimum	m3/s	
- Average	m3/s	
- Average	tonnes/ year	
Chemicals dosing	type/rate	

Vehicle Movements		Later	
Workforce transit			
- Maximum	Daily		
- Average(averaged/month)	Daily		
Equipment transit			
- Maximum	Daily		
- Large loads	Project		
Stack Emission Concentrations		Average	Maximum
NOX(ppmvd , 15%O2, dry, 1.01325bar)	24hour	25	Later
SOX(mg/Nm3, 15%O2, dry, 1.01325bar)	24hour	N/A	N/A
CO(mg/Nm3, 15%O2, dry, 1.01325bar)	24hour	25	Later
Dust(mg/Nm3, 15%O2, dry, 1.01325bar)	24hour	N/A	N/A
Construction Workforce		Later	
Monthly averages over project			
- Civil			
- Mechanical			
- Electrical			
- Services			

3.14 New Transmission Facilities (Later)

Parameter	Units	Detail
Transmission Line		
Minimum vertical clearance	m	
Nominal span	m	
Wind span	m	
Weight span	m	
Towers		
Manufacturer/Place of manufacture	-	
Steel quality	-	
Foundation		
Type	-	
Base size	m x m	
Volume of concrete	m3	
Mass of reinforcing steel	kg	
Conductor		
Manufacturer/Place of manufacture	-	
Type(code name)	-	
Reference standards	-	
Cross-section(Al/St)	mm2	
Standard weight per km(without grease)	Kg/m	
Overall diameter	mm	
Stranding/wire diameter-aluminium	No./mm	
Stranding/wire diameter-steel	No./mm	
Lay for conductor strands		
- 7 St. wire layer	mm	
- 10 Al wire layer	mm	

- 16 Al wire layer	mm	
Nominal breaking load	kN	
Equivalent modulus of elasticity	kN/mm^2	
Equivalent coefficient of linear expansion	1/°C	
Resistivity of aluminium under +2°C and direct current	x 10^{-6}	
Max resistance at +2°C and direct current		
Minimum continuous withstand temperature		
Greased conductor		
Mass of grease		
Minimum drop-point temperature of grease		
Optical Fibre Earthwire (OPGW)		
Manufacturer/Place of manufacture		
Type (code name)		
Reference standards		
Cross-section (Al/St)	mm^2	
Overall diameter	mm	
Central stainless tube	no	
Stranding/wire diameter-aluminium	No./mm	
Stranding/wire diameter-steel	No./mm	
Stranding/wire diameter-optical tube	No./mm	
Lay for earthwire strands		
-1 St.wire layer	mm	
-6 St.wire layer	mm	
-12 Al.wire layer	mm	
-optical tube	-	

-6 ACS wire layer	mm	
-12 alloy wires	mm	
Nominal breaking load	kN	
Equivalent modulus of elasticity	kN/mm^2	
Equivalent coefficient of linear expansion	$1/^0C$	
Resistance of overall cable under 20°C and direct current	Ohm/km	
Resistivity of aluminium under +20°C and direct current	Ohm x cm x 10^{-6}	
Aluminium clad steel type	-	
Short-circuit current rating for 1 second	kA	
Greased conductor	Yes/No	
Minimum drop-point temperature of grease	^0C	
Optical Fibres		
Optical fibre type		
Number of fibres		
Mode field diameter (MFD), IEC 60793-1-C9A	qm	
-deviation from nominal MFD	%	
-concentricity error of MFD	qm	
-non-circularity of MFD	qm	
Cladding diameter (CD), IEC 60793-1-A2	qm	
-deviation from nominal CD	qm	
-non-circularity, IEC 60793-1-A2	qm	
Colour fibre diameter (CFD), IEC 60793-1-A2	qm	
-deviation from nominal CFD	qm	
Transmission rate	GB/sec	

Transmission wavelength	nm	
Maximum cable cut-off wavelength	nm	
Maximum loss increase of fibre, for 100 turns with 37.5 radius	dB	
Attenuation coefficient: at 1550 nm	dB/km	
at 1625 nm	dB/km	
Points discontinuities, IEC 60793-1-C1C	dB	
Chromatic dispersion		
-max. chromatic dispersion 153° nm to 1565nm	ps/nm.km	
-max. chromatic dispersion 153° nm to 1565nm	ps/nm.km	
PMD coefficient	-	
Core numerical aperture	-	
Dispersion slope, IEC 60793-1-C5C	ps/nm^2 km	
Permissible temperature without loss of performance	°C	
Insulator Sets		
Rated dry lightning impulse withstand voltage (peak);	kV	
Rated wet switching impulse withstand voltage to earth (peak)	kV	
Rated wet switching impulse withstand voltage phase to phase (ratio to phase to earth peak value)	ratio	
Power frequency withstand voltage (r.m.s. wet)	kV	
Creepage distance related to maximum phase to earth voltage	cm/kV	
SCADA Interface Panel		
Manufacturer/Place of manufacture	-	

Type	
SCADA Interface Cable	
Manufacturer/Place of manufacture	
Type	

3.15 Operation and Control Philosophy

Seller shall provide a description of the operation and control philosophy proposed. The description shall include the Facility and its component parts, station utility and auxiliary systems under start-up, shutdown, normal and emergency operation and how the Facility will use such philosophy to match daily and seasonal load profiles.

Seller are required to address (as a minimum) the following items:

(i) Location and scope of proposed operating control and monitoring centre
(ii) Required attendance levels
(iii) Routine local manual operations and visual checking
(iv) Remote control system
(v) Remote monitoring systems
(vi) Facility operation principles
(vii) Power and steam load control with loading, load shedding and load rejection
(viii) Proposed River water cooling system
(ix) Steam and water systems control and treatment
(x) Emission quality control
(xi) Utility systems operation and control principles including fuels, raw feed water, water treatment and air systems.

3.16 List of Suppliers/Sub-Contractors

Seller shall submit a schedule of all major proposed subcontractors and suppliers defining the type of work or service to be subcontracted and the country of origin.

3.17 Project Execution Plan

Seller shall provide (as a minimum) the following information with respect to their Project Execution Plan:

(a) Evidence of the Seller's thorough understanding of the Myanmar construction industry.

(b) Evidence of the Seller's ability to use innovative and flexible approaches in the implementation of the Project.

(c) A description of how the Seller plans to perform the various functions (eg detailed design, procurement including purchasing, expediting and inspection, construction, commissioning, testing and training) and the offices where the various portions of the work will be performed.

(d) A description of how all of the work will be co-ordinated and managed.

(e) Organisation charts showing the Seller's proposed Project organisation both at its home office(s) and at the Project site. The charts shall show how sub-contractors and suppliers will interface and be controlled by the

Seller's management team, lines of authority and communication.

(f) A Project Level 1 programme detailing engineering, procurement and construction.

(g) A description of the procedures to be used by the Seller to control and monitor the Project and a description of how and what extent those procedures will be used to control the work of sub-contractors and suppliers. The description should demonstrate how the Project should be controlled.

(h) Total number of staff to be employed at the Facility and their job titles.

(i) Maintenance philosophy and maintenance schedule for the Facility.

(j) Number of shifts for operation and maintenance.

3.18 Equipment

The equipment to be provided by the Sellermust be of an existing design, proven in similar applications elsewhere. Seller shall provide a list of installations of similar type, together within service dates, for each major equipment item included in the Bid . As a minimum the list should include;

- Gas turbine
- Steam turbine
- Heat Recovery Steam Generators
- Boiler feed pumps
- NOx control systems
- Water treatment plant
- Power plant control system
- River Water cooling system
- Electrical generators
- Natural gas system
- Transmission Towers
- Generator Transformer

3.19 Quality Assurance Related Information

Seller shall provide;

(a) statement of intent for the adoption of a documented quality system and the acceptance of the requirements laid down in Schedule 7 (Plant Technical Characteristics) for the Facility;

(b) copy of the quality assurance manual which is required under paragraph 6.2 of Schedule 7 (Plant Technical Characteristics); and

(c) details of any recent external assessments of the proposed quality system through second party or third party assessment. The results of such assessments should be listed in a schedule together with details of any accreditation of the quality system.

3.20 Health and Safety Policy

Seller shall provide information and plans regarding construction, health and safety organisation and

safety procedures and describe how they will be used on this Project, including (but not limited to);

(a) seller's construction, health and safety policy;

(b) proposed field health and safety organisation for this Project, including a description of how the Seller normally implements construction safety at the work site;

(c) details of the Seller's field health and safety programme including induction and training programmes, safety meetings, publicity, safety motivation and incentive plans, safety inspection, medical facilities, site security and sanitation;

(d) methods the Seller will use to maintain open communications with sub-contractors on health and safety matters;

(e) seller's procedures for recording site safety statistics including those of its sub-contractors, details of its site safety record for the previous three years and the method used to compile this information; and

(f) details of the Seller's knowledge and experience of health and safety legislation in Myanmar and of the IFC Performance Standards.

3.21 Services, Procedures, Documents

Seller shall confirm that all necessary surveys and investigations are included and shall list those currently proposed.Seller shall define their proposals and timing in respect of;

(a) Hydrographical and bathymetric studies

(b) Geotechnical studies

(c) Fault level and stability studies for the electrical generation export distribution system, including reactive power adjustment (voltage control) and generator short circuit rating.

(d) Operational Safety (HAZOP) Study for all areas/systems.

(e) Failure Modes and Effects Analysis (FMEA) study for all systems and equipment.

Seller shall define their standard procedures/current proposals and methods of evaluation in as full detail as possible in respect of;

Testing to be carried out pursuant to the Power Purchase Agreement including in relation to;

(a) Precommissioning

(b) Start-up Tests

(c) Reliability Test

(d) Emissions Test

(e) Commercial Operations Tests

Seller shall submit a draft documentation schedule detailing their proposals for submission of drawings, specifications, procedures, manuals, etc. to MEPE for review/information together with the timing of the listed submissions from the Effective Date.

Seller shall provide the proposed content (index) and submission date for the following manuals:

(a) Design Manual(s)

(b) Procurement Manual

(c) Construction Manual

(d) Operations Manual(s)

(e) Operating and Maintenance Manual(s)

(f) Spare Parts Manual

(g) Certification-Manual

3.22 EPC Contractor (Later)

General Information about EPC Contractor	
Name of EPC Contractor	SEPCOIII Electric Power Construction Corporation
Nationality/laws pursuant to which organised	PR China
Principal office address and place of incorporation	Building A, Yijiehongtai Plaza, No.882-1 Tong'an Road, Laoshan District,QingDao,China

Registered number of incorporation	370726018006274
Telephone/Telex/F ax	0086-18853226683/53280868647
Name, position and title of contact person	Li Wei - MD of South East Asia Oversea Business Development Department 0086-18853226683
Type of entity (company, corporation, partnership etc.)	Corporation
Area of main business	SEPCOIII's customer base has spread throughout the world to countries including Nigeria, India, Saudi Arabia,Oman, Jordan, Iraq, Egypt, Morocco, Bosnia and Herzegovina, and South East Asia countries.
No. of staff in main business	About 4000
Seller to provide additional sheets for main (sub-) contractors as appropriate.	
Experience of EPC Contractor	
Name of plant	Oman Salalah 445MW Combined Cycle Gas Turbine Power Plant and 15MIGD Seawater Desalination Project
Location of plant	Salalah, Oman
Name of project company	SEPCOIII Electric Power Construction Corporation
Name of developer(s)	Sembcorp Salalah Power and Water Company S.A.O.C
Number of power projects successfully completed	More than 30 overseas projects
Seller to provide additional sheets for main (sub-) contractors as appropriate.	

3.23 O&M Contractor (Later)

General Information about O&M Contractor	
Name of O&M Contractor	
Nationality/laws pursuant to which organised	
Principal office address and place of incorporation	
T elephone/T elex/F ax	
Name, position and title of contact person	
Type of entity (company, corporation, partnership)	
Areas of main business	
Number of staff in main business	Engineers Others:
Seller to produce additional sheets for O&M (sub)-contractors as necessary	
Experience of O&M Contractor	
Name of plant	
Location of plant	
Name of project company	
Name of developer(s)	
Number and years of power projects under operation	
Type of plant and fuel	
No. of units and rated capacity	
Status of plant (e.g. under construction, in operation etc)	
Value of contract	
Principal manufacturers of major equipment	
Other details	Duration of construction period: Commercial operation date of units:

	Annual availability factor Annual load factor Annual overall efficiency of plant Safety record (deaths, accidents, plant, damage etc).
Seller to produce additional sheets for additional projects as necessary Seller to produce additional sheets for main (sub)-contractors as necessary	

3.24 Drawings to be submitted with Bid

Seller shall provide the following drawings with their Bid;

(a) General arrangement drawing showing the boundaries of the Facility, Facility general arrangements drawing.

(b) General arrangement drawing showing Facility, River Water intake/outfall facilities and 230 kV GIS Substation. the Site, the site for the River Water intake and pipeline route, and the Temporary Areas required for excavation, construction, installation and commissioning of the Facility, the gas pipeline routes and transmission line route.

(d) Electrical single line diagrams.

(e) Control and switchgear building layout.

(f) Plant and elevation views of generating units showing stack height.

(g) Piping and instrumentation diagram of gas turbine auxiliary systems.

(h) Piping and instrumentation diagram of Facility auxiliary systems.

(i) Functional diagrams of SCADA/DCS systems.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 2

Payments and Tariffs

Table of Content

1 DEFINITON OF PAYMENTS

Payments made by MEPE to the Seller on a "take or pay" basis for the electrical energy generated by the Facility and delivered to the MEPE System as determined in accordance with this Schedule 2.

Notwithstanding any other provision of this Agreement, the Payments & bill and calculation of gas consumption shall be applied only in accordance with this Schedule 2.

The Payments shall compensate the Seller for provision of the power generation facility and all connected expenses to maintain it in condition to produce electric energy. Therefore these payments contain all expenses of the Seller i.e.:

- Capacity cost, such as investment cost and insurance as calculated in financial model as attached.
- Operation & maintenance cost, such as repair & maintenance cost, water cost, personnel cost, material cost and other expenses (management cost and personnel insurance is considered in other expenses)

Tariff US cent/kWh

- Energy payment 3.390

  Including the following two items:

- - Capacity payment 2.342
- - O & M Cost 1.048
- The five (5) percent commercial tax has be considered in the above capacity payment and O&M cost

2 PAYMENT CONDITIONS

2.1 Installed Capacities

The Facility of the Project shall consist as an installed capacity (iso standard) of 118 MW. Availability will be installed capacity starting from COD date mentioned in Schedule 11. At present based on the not less than 20mmcf fuel supply per day from Zawdika gas field (or similar gas field) fuel supply, the actual availability output of the Facility is 106 MW at Thaketa site situation.

2.2 Concession Period

The Concession Period of the plant shall be 30 years counting from start of Commercial Operation Date of the Facility.

2.3 Electric Energy Production

After COD of the Facility to expire of the Term, the guaranteed electric energy delivered to MEPE System and "take or pay" shall be apply the Figure as mentioned below

Table 2.3.1 Guaranteed Electrical Energy for Project Term

year	Dependable Contracted Capacity	Available hour	Delivered to grid(MWh)	Guarantee amount for Dry Season	Guarantee amount for Wet Season	Remark
1	104.251	7200	725,837	404,074	321,764	
2	103.668	7200	721,778	401,814	319,964	
3	103.301	7200	719,225	400,392	318,832	
4	103.025	7200	717,298	399,320	317,978	
5	102.805	7200	715,771	398,470	317,301	
6	102.608	7200	714,398	397,705	316,693	
7	102.396	7000	693,119	385,859	307,259	Overhaul
8	104.177	7200	725,321	403,786	321,535	
9	102.997	7200	717,106	399,213	317,893	

10	102.746	7200	715,357	398,239	317,118	
11	102.555	7200	714,029	397,500	316,529	
12	102.375	7200	712,774	396,801	315,973	
13	102.226	7200	711,741	396,226	315,515	
14	102.110	7000	691,181	384,781	306,401	Overhaul
15	104.039	7200	724,361	403,252	321,109	
16	102.778	7200	715,579	398,363	317,216	
17	102.555	7200	714,029	397,500	316,529	
18	102.364	7200	712,701	396,760	315,940	
19	102.216	7200	711,667	396,185	315,482	
20	102.078	7200	710,708	395,651	315,057	Overhaul
21	103.986	7200	723,992	403,046	320,946	
22	102.926	7200	716,612	398,938	317,674	
23	102.608	7200	714,398	397,705	316,693	
24	102.414	7200	713,047	396,953	316,094	
25	102.254	7200	711,933	396,333	315,600	
26	102.110	7200	710,929	395,774	315,155	
27	101.972	7200	709,970	395,240	314,730	Overhaul
28	103.954	7200	723,771	402,923	320,848	
29	102.873	7200	716,243	398,732	317,511	
30	102.502	7200	713,660	397,294	316,365	

2.4 Guaranteed Electric Energy Production for Dry and Wet Season

MEPE divided the year as Dry Season and Wet Season, and the Seller shall produce the energy guarantee amount described in Table 2.3.1 .The Guaranteed Electric Energy shall be specified as attached "Guaranteed Electrical Energy for Project Term" for each period. Take or pay amount shall be considered by Dry Season and Wet Season separately.

2.5 Payments for Contracted Capacity, Electric Energy and Adjustments

2.5.1 Energy Settlement and Guaranteed Off-Take Energy Settlement

The Seller shall charge MEPE and MEPE shall pay Seller for the energy delivery at:

Monthly, Payment:

Energy Settlement = A * T

A = Actual Delivery Electrical Energy to MEPE System (kWh)

T = Tariff (Energy payment) as mention in Section 1 (USD/kWh)

<u>Semi-annually (Dry & Wet Season), "take or pay" Settlement:</u>

Provided the Monthly Payment had been fulfilled, at the half-year end, the Seller and MEPE shall hold a semi-annual meeting to settle the generation and payment in the following methods.

If A ≥ G, MEPE takes and the Seller dispatch electrical energy actually delivery to MEPE system is more than the guaranteed electrical energy amount, there has not any shortfall for both Parties and any other take or pay is not occurred.

If G-A > 0, MEPE take and the Seller dispatch electrical energy actually delivery to MEPE system is less than guaranteed electrical energy volume, and the payment shall be calculated and paid as follows:

- $(G - A - D_{Seller})*T$

  G = guaranteed electrical energy volume (kWh)
  D_{Seller} = the Seller fails to delivery such electrical energy generation to MEPE due to the forced outage of generation equipment (kWh), which is calculated as: default hours * Guaranteed energy (dry or wet season)/dry (or wet) season calendar hour
  A = Actual Delivery Electrical Energy to MEPE System (kWh)

If result of above equation is positive, MEPE shall pay above amount to the Seller
For the force outage of the Seller (D_{seller}), the seller shall pay the liquidated damages to MEPE as follow:
In Dry Season, the liquidated damages shall be Ten percent (10%) of the shortfall amount of the energy generation (10% x D_{seller} x Tariff).
In Wet Season, the liquidated damages shall be Ten percent (10%) of the shortfall amount of the energy generation (10% x D_{seller} x Tariff).

Annually settlement:

If A ≥ 760,000 MWh for one calendar year, MEPE shall purchase such exceeding generation unit with the tariff (energy payment) of 2 cent/kWh.

2.5.2 Operation & Maintenance Cost Formula

MEPE and the Seller agree that the operation & maintenance cost can be adjusted based on the changes of CPI in the United States of American for each 4 operation year from the signing of the Agreement, the adjustment formula as:

$O\&M_{new} = O\&M_{base} * CPIy / CPI_{base}$

$O\&M_{new}$: Operation and maintenance cost recovery charge rate (in USD per MWh) to be used in the calculation of the operation & maintenance cost for Tariff during Billing Period.

$O\&M_{base}$: the applicable value for operation and maintenance specified in the Financial Model as Attachment ***

CPI_{Y}: for the Billing Period, the Consumer Price Index (All Items) for the United States as reported by the United States Bureau of Labor Statistics for December of the calendar year preceding the adjustable calendar year.

CPI_{base}: the Consumer Price Index (All Item) for the United States as reported by the United States Bureau of Labor Statistics for the calendar in which the Agreement is signed.

2.5.3 Adjustment Formula of Law & Taxes Change

During construction of the plant and/or operation after COD, if due to the change of law and/or taxes, the investment shall be increased/decreased according the requirement of GOM or new regulation and law, the new added capacity cost shall be calculated based on approved financial model with NPV 10% discount for the remaining of the Project Term; and the operation & maintenance cost shall be

recalculated according approved financial model based on the principle of which the net of operation & maintenance cost shall not be changed.

2.6 Guarantee Heat Rate and Daily Gas Consumption

MEPE will supply the gas at least 20 mmcf per day to the Seller. The Seller shall use the gas consumption with guarantee heat rate *pro rata* basic with indicated output (MW) from the Facility as follow.

Table 2.6.1 Guarantee Heat Rate

Contracted Net Heat Rate (HV) for Thaketa 6F.03

Combined Cycle

Unit: **BTU/kWh**

Hours	Event	HRdeg %	Load Condition (Combined Cycle GT + ST)				Operation Heat rate
			100%	90%	75%	50%	
0		0.000%	7,530	7,762	8,171	9,333	8,100
1000		0.673%	7,581	7,814	8,226	9,395	8,154
2000		0.782%	7,589	7,823	8,235	9,405	8,163
3000		0.855%	7,594	7,828	8,241	9,412	8,169
4000		0.912%	7,599	7,833	8,245	9,418	8,174
5000		0.959%	7,602	7,836	8,249	9,422	8,178
6000		1.000%	7,605	7,839	8,253	9,426	8,181
7000		1.036%	7,608	7,842	8,256	9,429	8,184
8000		1.068%	7,610	7,845	8,258	9,432	8,186
9000		1.097%	7,613	7,847	8,261	9,435	8,189
10000		1.124%	7,615	7,849	8,263	9,437	8,191
11000		1.149%	7,617	7,851	8,265	9,440	8,193
12000		1.173%	7,618	7,853	8,267	9,442	8,195
13000		1.195%	7,620	7,855	8,269	9,444	8,197
14000		1.215%	7,621	7,856	8,270	9,446	8,198
15000		1.235%	7,623	7,858	8,272	9,448	8,200
16000		1.254%	7,624	7,859	8,273	9,450	8,202
17000		1.272%	7,626	7,861	8,275	9,451	8,203
18000		1.289%	7,627	7,862	8,276	9,453	8,204
19000		1.306%	7,628	7,863	8,278	9,454	8,206
20000		1.322%	7,630	7,864	8,279	9,456	8,207
21000		1.337%	7,631	7,866	8,280	9,457	8,208
22000		1.352%	7,632	7,867	8,281	9,459	8,209

23000		1.366%	7,633	7,868	8,283	9,460	8,211
24000	HGP	1.380%	7,634	7,869	8,284	9,461	8,212
24001		1.380%	7,634	7,869	8,284	9,461	8,212
25000		1.394%	7,635	7,870	8,285	9,463	8,213
26000		1.407%	7,636	7,871	8,286	9,464	8,214
27000		1.419%	7,637	7,872	8,287	9,465	8,215
28000		1.432%	7,638	7,873	8,288	9,466	8,216
29000		1.444%	7,639	7,874	8,289	9,467	8,217
30000		1.456%	7,640	7,875	8,290	9,468	8,218
31000		1.467%	7,640	7,876	8,291	9,469	8,219
32000		1.478%	7,641	7,877	8,292	9,470	8,220
33000		1.489%	7,642	7,877	8,293	9,471	8,221
34000		1.500%	7,643	7,878	8,294	9,473	8,221
35000		1.510%	7,644	7,879	8,294	9,473	8,222
36000		1.521%	7,645	7,880	8,295	9,474	8,223
37000		1.531%	7,645	7,881	8,296	9,475	8,224
38000		1.540%	7,646	7,881	8,297	9,476	8,225
39000		1.550%	7,647	7,882	8,298	9,477	8,226
40000		1.560%	7,647	7,883	8,298	9,478	8,226
41000		1.569%	7,648	7,884	8,299	9,479	8,227
42000		1.578%	7,649	7,884	8,300	9,480	8,228
43000		1.587%	7,650	7,885	8,301	9,481	8,229
44000		1.596%	7,650	7,886	8,301	9,481	8,229
45000		1.605%	7,651	7,886	8,302	9,482	8,230
46000		1.613%	7,651	7,887	8,303	9,483	8,231
47000		1.622%	7,652	7,888	8,304	9,484	8,231
48000	MI	1.630%	7,653	7,888	8,304	9,485	8,232
48001		0.489%	7,567	7,800	8,211	9,378	8,140
49000		0.826%	7,592	7,826	8,238	9,410	8,167
50000		0.909%	7,598	7,832	8,245	9,417	8,174
51000		0.967%	7,603	7,837	8,250	9,423	8,178
52000		1.013%	7,606	7,840	8,254	9,427	8,182
53000		1.052%	7,609	7,844	8,257	9,431	8,185
54000		1.085%	7,612	7,846	8,260	9,434	8,188
55000		1.115%	7,614	7,848	8,262	9,437	8,190
56000		1.143%	7,616	7,851	8,264	9,439	8,193
57000		1.168%	7,618	7,853	8,266	9,442	8,195
58000		1.191%	7,620	7,854	8,268	9,444	8,196
59000		1.213%	7,621	7,856	8,270	9,446	8,198
60000		1.234%	7,623	7,858	8,272	9,448	8,200
61000		1.253%	7,624	7,859	8,273	9,449	8,201
62000		1.271%	7,626	7,861	8,275	9,451	8,203
63000		1.289%	7,627	7,862	8,276	9,453	8,204
64000		1.306%	7,628	7,863	8,278	9,454	8,206
65000		1.322%	7,630	7,864	8,279	9,456	8,207

66000		1.337%	7,631	7,866	8,280	9,457	8,208
67000		1.352%	7,632	7,867	8,281	9,459	8,209
68000		1.367%	7,633	7,868	8,283	9,460	8,211
69000		1.381%	7,634	7,869	8,284	9,461	8,212
70000		1.394%	7,635	7,870	8,285	9,463	8,213
71000		1.407%	7,636	7,871	8,286	9,464	8,214
72000	HGP	1.420%	7,637	7,872	8,287	9,465	8,215
72001		1.420%	7,637	7,872	8,287	9,465	8,215
73000		1.432%	7,638	7,873	8,288	9,466	8,216
74000		1.444%	7,639	7,874	8,289	9,467	8,217
75000		1.456%	7,640	7,875	8,290	9,468	8,218
76000		1.467%	7,640	7,876	8,291	9,469	8,219
77000		1.478%	7,641	7,877	8,292	9,470	8,220
78000		1.489%	7,642	7,877	8,293	9,471	8,221
79000		1.500%	7,643	7,878	8,294	9,473	8,221
80000		1.510%	7,644	7,879	8,294	9,473	8,222
81000		1.520%	7,644	7,880	8,295	9,474	8,223
82000		1.530%	7,645	7,881	8,296	9,475	8,224
83000		1.540%	7,646	7,881	8,297	9,476	8,225
84000		1.550%	7,647	7,882	8,298	9,477	8,226
85000		1.559%	7,647	7,883	8,298	9,478	8,226
86000		1.568%	7,648	7,884	8,299	9,479	8,227
87000		1.577%	7,649	7,884	8,300	9,480	8,228
88000		1.586%	7,649	7,885	8,301	9,481	8,228
89000		1.595%	7,650	7,886	8,301	9,481	8,229
90000		1.604%	7,651	7,886	8,302	9,482	8,230
91000		1.612%	7,651	7,887	8,303	9,483	8,231
92000		1.621%	7,652	7,888	8,303	9,484	8,231
93000		1.629%	7,653	7,888	8,304	9,485	8,232
94000		1.637%	7,653	7,889	8,305	9,485	8,233
95000		1.645%	7,654	7,890	8,305	9,486	8,233
96000	MI	1.653%	7,654	7,890	8,306	9,487	8,234
96001		0.496%	7,567	7,800	8,211	9,379	8,140
96100		0.670%	7,580	7,814	8,226	9,395	8,154
97000		0.856%	7,594	7,828	8,241	9,412	8,169
98000		0.943%	7,601	7,835	8,248	9,421	8,176
99000		1.004%	7,606	7,840	8,253	9,426	8,181
100000		1.051%	7,609	7,843	8,257	9,431	8,185
101000		1.091%	7,612	7,847	8,260	9,434	8,188
102000		1.126%	7,615	7,849	8,263	9,438	8,191
103000		1.157%	7,617	7,852	8,266	9,440	8,194
104000		1.185%	7,619	7,854	8,268	9,443	8,196
105000		1.210%	7,621	7,856	8,270	9,445	8,198

106000		1.234%	7,623	7,858	8,272	9,448	8,200
107000		1.256%	7,625	7,859	8,274	9,450	8,202
108000		1.277%	7,626	7,861	8,275	9,452	8,203
109000		1.296%	7,628	7,862	8,277	9,453	8,205
110000		1.315%	7,629	7,864	8,278	9,455	8,206
111000		1.332%	7,630	7,865	8,280	9,457	8,208
112000		1.349%	7,632	7,867	8,281	9,458	8,209
113000		1.365%	7,633	7,868	8,283	9,460	8,211
114000		1.381%	7,634	7,869	8,284	9,461	8,212
115000		1.395%	7,635	7,870	8,285	9,463	8,213
116000		1.410%	7,636	7,871	8,286	9,464	8,214
117000		1.423%	7,637	7,872	8,287	9,465	8,215
118000		1.437%	7,638	7,873	8,288	9,467	8,216
119000		1.450%	7,639	7,874	8,289	9,468	8,217
120000	HGP	1.462%	7,640	7,875	8,290	9,469	8,218
120001		1.462%	7,640	7,875	8,290	9,469	8,218
121000		1.473%	7,641	7,876	8,291	9,470	8,219
122000		1.485%	7,642	7,877	8,292	9,471	8,220
123000		1.497%	7,643	7,878	8,293	9,472	8,221
124000		1.508%	7,644	7,879	8,294	9,473	8,222
125000		1.519%	7,644	7,880	8,295	9,474	8,223
126000		1.530%	7,645	7,881	8,296	9,475	8,224
127000		1.540%	7,646	7,881	8,297	9,476	8,225
128000		1.550%	7,647	7,882	8,298	9,477	8,226
129000		1.560%	7,647	7,883	8,298	9,478	8,226
130000		1.570%	7,648	7,884	8,299	9,479	8,227
131000		1.580%	7,649	7,885	8,300	9,480	8,228
132000		1.589%	7,650	7,885	8,301	9,481	8,229
133000		1.598%	7,650	7,886	8,302	9,482	8,229
134000		1.607%	7,651	7,887	8,302	9,482	8,230
135000		1.616%	7,652	7,887	8,303	9,483	8,231
136000		1.625%	7,652	7,888	8,304	9,484	8,232
137000		1.634%	7,653	7,889	8,304	9,485	8,232
138000		1.642%	7,654	7,889	8,305	9,486	8,233
139000		1.650%	7,654	7,890	8,306	9,487	8,234
140000		1.658%	7,655	7,891	8,306	9,487	8,234
141000		1.666%	7,655	7,891	8,307	9,488	8,235
142000		1.674%	7,656	7,892	8,308	9,489	8,236
143000		1.682%	7,657	7,892	8,308	9,489	8,236
144000	MI	1.690%	7,657	7,893	8,309	9,490	8,237
144001		0.507%	7,568	7,801	8,212	9,380	8,141
145000		0.879%	7,596	7,830	8,243	9,415	8,171
146900		1.025%	7,607	7,841	8,255	9,428	8,183

148000		1.079%	7,611	7,846	8,259	9,433	8,187
149000		1.120%	7,614	7,849	8,262	9,437	8,191
150000		1.155%	7,617	7,852	8,265	9,440	8,194
151000		1.186%	7,619	7,854	8,268	9,443	8,196
152000		1.214%	7,621	7,856	8,270	9,446	8,198
153000		1.240%	7,623	7,858	8,272	9,448	8,200
154000		1.264%	7,625	7,860	8,274	9,450	8,202
155000		1.286%	7,627	7,862	8,276	9,453	8,204
156000		1.307%	7,628	7,863	8,278	9,454	8,206
157000		1.327%	7,630	7,865	8,279	9,456	8,207
158000		1.345%	7,631	7,866	8,281	9,458	8,209
159000		1.363%	7,633	7,868	8,282	9,460	8,210
160000		1.380%	7,634	7,869	8,284	9,461	8,212
161000		1.396%	7,635	7,870	8,285	9,463	8,213
162000		1.411%	7,636	7,871	8,286	9,464	8,214
163000		1.426%	7,637	7,873	8,287	9,466	8,215
164000		1.440%	7,638	7,874	8,289	9,467	8,217
165000		1.454%	7,639	7,875	8,290	9,468	8,218
166000		1.467%	7,640	7,876	8,291	9,469	8,219
167000		1.480%	7,641	7,877	8,292	9,471	8,220
168000	HGP	1.493%	7,642	7,878	8,293	9,472	8,221
168001		1.493%	7,642	7,878	8,293	9,472	8,221
169000		1.505%	7,643	7,879	8,294	9,473	8,222
170900		1.527%	7,645	7,880	8,296	9,475	8,224
172000		1.539%	7,646	7,881	8,297	9,476	8,225
173000		1.550%	7,647	7,882	8,298	9,477	8,226
174000		1.561%	7,648	7,883	8,299	9,478	8,226
175000		1.571%	7,648	7,884	8,299	9,479	8,227
176000		1.581%	7,649	7,885	8,300	9,480	8,228
177000		1.591%	7,650	7,885	8,301	9,481	8,229
178000		1.601%	7,651	7,886	8,302	9,482	8,230
179000		1.610%	7,651	7,887	8,303	9,483	8,230
180000		1.620%	7,652	7,888	8,303	9,484	8,231
181000		1.629%	7,653	7,888	8,304	9,485	8,232
182000		1.638%	7,653	7,889	8,305	9,485	8,233
183000		1.646%	7,654	7,890	8,305	9,486	8,233
184000		1.655%	7,655	7,890	8,306	9,487	8,234
185000		1.664%	7,655	7,891	8,307	9,488	8,235
186000		1.672%	7,656	7,892	8,308	9,489	8,235
187000		1.680%	7,657	7,892	8,308	9,489	8,236
188000		1.688%	7,657	7,893	8,309	9,490	8,237
189000		1.696%	7,658	7,894	8,310	9,491	8,237
190000		1.704%	7,658	7,894	8,310	9,492	8,238

191000		1.711%	7,659	7,895	8,311	9,492	8,239
192000	MI	1.719%	7,659	7,895	8,311	9,493	8,239
192001		0.516%	7,569	7,802	8,213	9,381	8,142
193000		0.890%	7,597	7,831	8,244	9,416	8,172
194000		1.036%	7,608	7,842	8,256	9,429	8,184
195000		1.090%	7,612	7,846	8,260	9,434	8,188
196000		1.131%	7,615	7,850	8,263	9,438	8,192
197000		1.166%	7,618	7,852	8,266	9,441	8,194
198000		1.197%	7,620	7,855	8,269	9,444	8,197
199000		1.225%	7,622	7,857	8,271	9,447	8,199
200000		1.251%	7,624	7,859	8,273	9,449	8,201
201000		1.275%	7,626	7,861	8,275	9,452	8,203
202000		1.297%	7,628	7,863	8,277	9,454	8,205
203000		1.318%	7,629	7,864	8,279	9,456	8,207
204000		1.338%	7,631	7,866	8,280	9,457	8,208
205000		1.356%	7,632	7,867	8,282	9,459	8,210
206000		1.374%	7,633	7,869	8,283	9,461	8,211
207000		1.391%	7,635	7,870	8,285	9,462	8,213
208000		1.407%	7,636	7,871	8,286	9,464	8,214
209000		1.422%	7,637	7,872	8,287	9,465	8,215
210000		1.437%	7,638	7,873	8,288	9,467	8,216
211000		1.451%	7,639	7,874	8,290	9,468	8,217
212000		1.465%	7,640	7,876	8,291	9,469	8,219
213000		1.478%	7,641	7,877	8,292	9,470	8,220
214000		1.491%	7,642	7,878	8,293	9,472	8,221
215000		1.504%	7,643	7,879	8,294	9,473	8,222
216000		1.504%	7,643	7,879	8,294	9,473	8,222
217000		1.516%	7,644	7,880	8,295	9,474	8,223
218000		1.538%	7,646	7,881	8,297	9,476	8,225
219000		1.550%	7,647	7,882	8,298	9,477	8,226
220000		1.561%	7,648	7,883	8,299	9,478	8,226
221000		1.572%	7,648	7,884	8,299	9,479	8,227
222000		1.582%	7,649	7,885	8,300	9,480	8,228
223000		1.592%	7,650	7,885	8,301	9,481	8,229
224000		1.602%	7,651	7,886	8,302	9,482	8,230
225000		1.612%	7,651	7,887	8,303	9,483	8,231
226000		1.621%	7,652	7,888	8,303	9,484	8,231
227000		1.631%	7,653	7,888	8,304	9,485	8,232
228000		1.640%	7,653	7,889	8,305	9,486	8,233
229000		1.649%	7,654	7,890	8,306	9,486	8,234
230000		1.657%	7,655	7,890	8,306	9,487	8,234
231000		1.666%	7,655	7,891	8,307	9,488	8,235

232000		1.675%	7,656	7,892	8,308	9,489	8,236
233000		1.683%	7,657	7,892	8,308	9,490	8,236
234000		1.691%	7,657	7,893	8,309	9,490	8,237
235000		1.699%	7,658	7,894	8,310	9,491	8,238
236000		1.707%	7,659	7,894	8,310	9,492	8,238
237000		1.715%	7,659	7,895	8,311	9,493	8,239
238000		1.722%	7,660	7,896	8,312	9,493	8,239
239000		1.730%	7,660	7,896	8,312	9,494	8,240
240000		1.740%	7,661	7,897	8,313	9,495	8,241
241000		1.750%	7,662	7,898	8,314	9,496	8,242
242000		1.760%	7,663	7,898	8,315	9,497	8,243
243000		1.770%	7,663	7,899	8,316	9,498	8,243
244000		1.780%	7,664	7,900	8,316	9,499	8,244
245000		1.790%	7,665	7,901	8,317	9,500	8,245
246000		1.800%	7,666	7,902	8,318	9,501	8,246
247000		1.810%	7,666	7,902	8,319	9,501	8,247
248000		1.820%	7,667	7,903	8,320	9,502	8,247
249000		1.830%	7,668	7,904	8,320	9,503	8,248
250000		1.840%	7,669	7,905	8,321	9,504	8,249
251000		1.850%	7,669	7,905	8,322	9,505	8,250
252000		1.860%	7,670	7,906	8,323	9,506	8,251
253000		1.870%	7,671	7,907	8,324	9,507	8,251
254000		1.880%	7,672	7,908	8,325	9,508	8,252
255000		1.890%	7,672	7,909	8,325	9,509	8,253
256000		1.900%	7,673	7,909	8,326	9,510	8,254
257000		1.910%	7,674	7,910	8,327	9,511	8,255

Note: The column of Operation Heat Rate is calculated based on 50% on 100% load, 10% on 90% load, 15% on 75% load and 25% on 50% load. The heat rate is based on the condition that average Load not less than 82% per day, it may adjusted according to the table in the item2.6 in Schedule 2 if actual Load is much bigger different with 82% Load. The heat rate including auxiliary power demand and losses of the Facility. The above Hear Rate is calculated base on actual site condition.

If the Seller uses the extra gas consumption due to the exceedance of guarantee heat rate described in Table 2.6.1, MEPE shall deduct the extra gas cost from the relevant month bill. The extra gas consumption cost shall be calculated by using the Fuel Supplier's price(Settlement price between Fuel Supplier and MEPE).

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 3

Scheduling and Dispatch Procedures

SCHEDULE 3

SCHEDULING AND DESPATCH PROCEDURES

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 3 (Scheduling and Despatch Procedures) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

Day means a period of 24 consecutive hours starting at 00:00 hours Myanmar time.

Declared Availability has the meaning given to it in Schedule 2 (Tariffs).

Forced Outage has the meaning given to it in Schedule 2 (Tariffs).

Hour has the meaning given to it in Schedule 2 (Tariffs).

Outage has the meaning given to it in Schedule 2 (Tariffs).

Short Notice Outage has the meaning given to it in Schedule 2 (Tariffs).

Start has the meaning given to it in Schedule 2 (Tariffs).

2. PLANNED OUTAGES

In order to schedule each Generating Unit to meet the requirements of MEPE, the following procedures shall apply:

(a) Not less than ninety (90) days before the relevant Scheduled Commercial Operation Date, and thereafter not less than ninety (90) days before the beginning of each Contract Year, the Seller shall submit to MEPE the timing and duration of each proposed Planned Outage with respect to the relevant Generating Unit and the month during which each such Outage in the next Contract Year is proposed to occur (the **Proposed Outage Schedule**). The Seller shall make its proposals on the basis that:

(i) at any given time in a Contract Year, not more than one (1) Generating Unit shall be withdrawn from operation; and

(ii) there shall be no Planned Outages during the Dry Season.

(b) MEPE may, no later than 60 days before the beginning of each Contract Year or no later

than 60 days before the relevant Scheduled Commercial Operation Date (as the case may be), notify the Seller of any amendments which it proposes to be made to the Proposed Outage Schedule with respect to the relevant Generating Unit. The parties shall consult with a view to reaching agreement on such amendments, provided that where no agreement is reached by the date which is 30 days before the beginning of each Contract Year or the relevant Scheduled Commercial Operation Date (as the case may be), MEPE's amendments to the Proposed Outage Schedule shall prevail and the so revised Proposed Outage Schedule shall be the schedule for all Planned Outages with respect to the relevant Generating Unit for each Hour of the next Contract Year provided that MEPE's amendments:

(i) do not require the Generating Unit to operate beyond its Operational Limits;

(ii) set out Planned Outages that are not of a materially longer or shorter duration than the corresponding outage proposed in the Seller's Proposed Outage Schedule;

(iii) do not require the Generating Unit to be operated in a manner which will void any manufacturer's or long term service contractor's warranties; and

(iv) are reasonably likely not to damage the Facility in any material respect.

(c) MEPE may, at any time, request in writing that the Seller postpone one or more Planned Outages. MEPE shall reimburse the Seller for all additional reasonable costs associated with any such requested postponement. Within twenty one (21) days of receiving MEPE's written request of postponement, the Seller shall provide MEPE with an alternative timing and duration for the Planned Outages. At the same time, the Seller shall also provide MEPE with an estimate of any additional costs associated with the postponement(s). MEPE shall provide its approval of the postponed Planned Outages and additional costs within fourteen (14) days of receiving the Seller's alternative timing and duration for the postponed Planned Outages. In the event that MEPE does not provide its approval, the Seller and MEPE shall consult with a view to reaching agreement on the postponed Planned Outages. Where no agreement is reached, then:

(i) MEPE's amendments to the postponed Planned Outages shall prevail provided that MEPE's amendments:

(A) do not require the Generating Unit to operate beyond its Operational Limits;

(B) set out Planned Outages that are not of a materially longer or shorter durationthan the corresponding outage proposed in the Seller's Proposed Outage Schedule;

(C) do not require the Generating Unit to be operated in a manner which will void any manufacturer's or long term service contractor's warranties; and

(D) are reasonably likely not to damage the Facility in any material respect; and

(ii) the Scheduled Availability with respect to the relevant Generating Unit shall be adjusted accordingly for the relevant Hours during which such maintenance or repair is conducted.

(d) If the Seller fails to provide the Proposed Outage Schedule with respect to a Generating Unit in accordance with paragraph 2(a) of this Schedule 3 (Scheduling and Despatch Procedures), then not less than thirty (30) days before the relevant Scheduled Commercial Operation Date or (as the case may be) not less than thirty (30) days before the beginning of any Contract Year, MEPE shall provide the Seller with a schedule for all Planned Outages with respect to the relevant Generating Unit for each Hour of the next Contract Year.

(e) The Scheduled Availability with respect to each Generating Unit for each Hour of each Contract Year shall be established in accordance with Clause 3.7 of the PPA provided that if, at the time that MEPE approves or provides the schedule for all Planned Outages pursuant to paragraph 2(b) or (d) above, the Scheduled Availability with respect to a Generating Unit has not been established for the following Contract Year pursuant to Clause 3.7 of the PPA then the Scheduled Availability with respect to the relevant Generating Unit for each Hour in the relevant Contract Year shall be 100% of the then applicable Dependable Contracted Capacity for the relevant Generating Unit for the entire Hour less the Planned Outages set out in the schedule approved or provided by MEPE in accordance with paragraph 2(b) or paragraph 2(d) above (as adjusted from time to time in accordance with paragraph 2(c) above or paragraph 4.1 below).

3. SCHEDULING

3.1 The Seller shall, no later than 10:00 hours on each Day:

(a) provide MEPE with the necessary Availability Notice to notify MEPE of the Declared Availability and the Declared Operating Characteristics for each Hour of the next Day, which shall take into account the Planned Outages determined pursuant to paragraph 2 of this Schedule 3 (Scheduling and Despatch Procedures) and any Short Notice Outages and Forced Outages of which the Seller is aware at such time; and
(b) if it has not done so already, provide MEPE with all relevant Outage Notices associated with the Planned Outages, Short Notice Outages and Forced Outages referred to in sub-paragraph (a) above.

3.2 The Seller shall, on any Day, provide MEPE with all relevant Outage Notices required to notify MEPE of any Forced Outages which would adversely affect the Seller's ability to make

available the Declared Availability or the Declared Operating Characteristics during that Day and/or for the next Day if the Declared Availability and the Declared Operating Characteristics for the next Day has already been notified as soon as possible after becoming aware of the occurrence or likely occurrence of any such Outage (by submitting the relevant Outage Notice to MEPE). The Seller shall specify the time at which any such Forced Outage occurred and the effect of such Forced Outage.

3.3 MEPE shall use the Declared Availability and the Declared Operating Characteristics notified pursuant to paragraph 3.1 above as the basis for Instructions and such Instructions shall:

(a) provide the Seller with instructions as to the operating mode of each Generating Unit (including without limitation Starts); and

(b) be in the form provided in Schedule 15 (Format of Operating Notices) or by telephone (provided that the Instruction is confirmed by facsimile or email as soon as possible thereafter).

4. SHORT NOTICE OUTAGES

4.1 Save as may be required by a Forced Outage, the Seller shall only conduct maintenance or repair of a Generating Unit or the Facility (as applicable) during Planned Outages unless the Generator has requested MEPE's approval of a Short Notice Outage in accordance with this paragraph 4 and MEPE has consented in writing to such Short Notice Outage. In such case, the Scheduled Availability shall be adjusted accordingly for the relevant Hours during which such maintenance or repair is conducted.

4.2 Each request by the Seller for a Short Notice Outage shall be confirmed in writing by the Seller within four (4) hours of the request having been made. Each notification shall include the following information:

(a) full details of the problem and the effect of the Short Notice Outage on the Availability and Contracted Operating Characteristics and the equipment which is affected;
(b) the expected date and start time of the Short Notice Outage;
(c) the estimated date and time on which the Generating Unit or the Facility (as applicable) is expected to return to commercial operation; and
(d) full details of any restrictions or risk of trip of a Generating Unit or the Facility (as applicable) caused by the problem associated with the Short Notice Outage.

4.3 The approval of the Short Notice Outage shall be at the sole discretion of MEPE. MEPE

may reject, or request the Seller to advance or defer, a Short Notice Outage. If the Seller agrees to such request then the Seller shall send written confirmation to MEPE of such agreement specifying the details required to be submitted in accordance with paragraphs 4.2(b) and (c) above.

5 DETERMINATION OF AVAILABILITY

5.1 Seller's Right to Re-Declare With 24-hour Demonstration

(a) In the event that MEPE establishes a new Dependable Contracted Capacity pursuant to Clause 3.7 of the Agreement, that Dependable Contracted Capacity shall come into effect from the start of the Settlement Period specified by MEPE in the relevant Post Event Notice provided that Settlement Period starts no earlier than immediately following the Settlement Period in which the relevant Availability Reduction Event occurred.

(b) Following a reduction in the Dependable Contracted Capacity of a Generating Unit pursuant to a Post Event Notice, a new higher Dependable Contracted Capacity figure shall be established for the Generating Unit only when the Seller provides an Availability Notice to MEPE stating such a new generating capacity for the next continuous period of 24 hours, at steady state generating condition.

(c) Following such Availability Notice, in the event that pursuant to an Instruction the Generating Unit is unable to operate in accordance with the new Availability so declared for that 24 hour period, then the Actual Availability for the Generating Unit shall be used for the purposes of Capacity Payment calculation for that entire 24 hours and shall serve as the prevalent Dependable Contracted Capacity for the Generating Unit for subsequent Settlement Periods until such time as a new Dependable Contracted Capacity is properly declared and established for the Generating Unit by the Seller in accordance with this paragraph.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 4

Fuel Specification and Supply Data

1 FUEL SPECIFICATON AND SUPPLY DATA

The following data have been defined as fuel to be used in the new gas turbine power plant.
1.1 Natural gas from Zawtika off shore gas field.

Natural Gas Conditions as received		
GCV (Gross calorific value)	BTU/SCF	
LHV	BTU/SCF	849
	KJ/KG	43666
Constituent	(Volume %)	
C1 Methane		91.80472
C2 Ethane		0.40116
C3 Propane		0.111044
IC4 Iso Butane		0.035014
NC4 Normal Butane		0.021008
NC5 Normal Pentane		0.007003
IC5 Iso Pentane		0.010004
N Hexane +, C6		0.006002
C7+		0.005002
N_2		7.358944
CO_2		0.240096
Water, Lbs/MMscf		0.0000
Hydrogen Sulphide, H_2S,PPM(wt)		0.0000
Total		100%

Modified Wobbe Index Range (min/max) (Btu.scf-1.R-1/2) From 30.7 to 43.8
Percentage of Methane shall not exceed less than 85%.of reactant species.
Modified Wobbe Index requirement:
–Wobbe index variations:
– Wobbe index variation range, with temperature correction, shall not be more than more or less 5% during start up sequence
– Wobbe index variation range, with temperature correction, shall not be more than more or less 5% during normal operation
– During normal operation, the wobbe index variation of the gas fuel with temperature correction shall not be more than +/- 0.15% per second and temperature rise shall not exceed 1°C/s

$MWI = LHV / Sqrt(Sg * T)$

Where:
LHV: Low Heating Value (Btu/Scf)
Sg: Specific gravity relative to air
T: absolute Temperature (°Rankine)

1.2 Natural gas from Yadanar off shore gas field.

Natural Gas Conditions as received			
GCV (Gross calorific value)		BTU/SCF	
LHV		BTU/SCF	654
		KJ/KG	28512
Constituent		(Mol-%)	
C1	Methane		69.868
C2	Ethane		1.005
C3	Propane		0.170
IC4	Iso Butane		0.019
NC4	Normal Butane		0.028
NC5	Normal Pentane		-
IC5	Iso Pentane		0.010
N Hexane +, C6			0.024
C7+			-
N2			24.760
CO2			4.111
Water, Lbs/MMscf			0.001
Hydrogen Sulphide, H2S,PPM(wt)			0.0000
Total			100%

Modified Wobbe Index Range (min/max) (Btu.scf-1.R-1/2) From 30.7 to 43.8
Percentage of Methane shall not exceed less than 85%.of reactant species.
Modified Wobbe Index requirement:
– Wobbe index variations:
– Wobbe index variation range, with temperature correction, shall not be more than more or less 5% during start up sequence
– Wobbe index variation range, with temperature correction, shall not be more than more or less 5% during normal operation
– During normal operation, the wobbe index variation of the gas fuel with temperature correction shall not be more than +/- 0.15% per second and temperature rise shall not exceed 1°C/s
MWI = LHV / Sqrt (Sg * T)
Where:
LHV: Low Heating Value (Btu/Scf)
Sg: Specific gravity relative to air
T: absolute Temperature (°Rankine)

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 5

Addresses for Notices

ts

1 THE SELLER

Address:	No.35 , Pyay Road, 7 quarter, Mayangone, Toweship, Yangon,Republic of the Union of Myanmar.
Telephone:	+95 01653402
Facsimile:	+95 01660447
Email:	dongfan@urec.com.cn yangbing@urecei.com
Attention:	

2 MEPE SYSTEMS

Address:	Office Building No.27, Myanma Electric Power Enterprise, Ministry of Electric Power Nay Pyi Taw,Republic of the Union of Myanmar.
Telephone:	
Facsimile:	
Email:	
Attention:	

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U- Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 6

Form of Invoice / Credit Note

Name: ---------------------- *Co.,Ltd* Tax ID No. ______________

Address: ____________________________________

Invoice No. __________________________ Date: ______________

Electric Energy Payments for Period:

From DD/MM/YY, HH/MM/SS to DD/MM/YY,HH/MM/SS

Due On: Date : ______________

Myanmar Electric Power Enterprise (MEPE)

Address

Monthly Energy Payment for month ....

DESCRIPTION		**AMOUNT**
Electrical Energy Charges for 01-31 month year		**USD**
Total Due this Invoice		**USD**

PAYMENT REQUIREMENT

Please kindly arrange the payment within 45 days, will be much appreciated by bank transfer to xxx Bank, USD Current Account no. Swift Code Bank address:

Name: ____________________________________

Authorized Signature

Name: ----------------------- *Co.,Ltd* Tax ID No. ______________

Address: ________________________________

Calculation Sheet for Electrical Energy Charges

Billing Period	Amount of electrical energy purchased (kWh)	Tariff (US Dollars per kWh)	Total (US Dollars)	Total Amount due for the settlement (US Dollars)

Prepared/Checked by

Note 1 : According to PPA, the compensation money for electrical energy due to defaults shall be deem as one part of charged for electrical energy settlement, but it shall be cleared at the last month term. All the compensation moneys will be calculated and included in the final settlement for month December, 201

Settlement Statement for Electrical Energy

Month:

No.	Description	Unit	Quantity	Remark
1	Amount of monthly electrical energy actually transmitted to grid	kWh		
2	Amount of monthly electrical energy actually back fed from the grid			
3	Net amount of monthly electrical energy purchases			

Prepared/checked by

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 7

Plant Technical Characteristics

SCHEDULE 7 PLANT TECHNICAL CHARACTERISTICS

1. INTRODUCTION

This Schedule 7 (Plant Technical Characteristics) describes the minimum functional requirements for the Facility, including scope and design requirements (the Plant Technical Characteristics).

Seller are also required to provide a full technical description (including a piping and instrumentation diagram (P&ID), heat/mass balances and water balances) of their proposals.

Words and expressions used in this Schedule 7 shall, unless the context otherwise requires, have the meaning given to them in the Power Purchase Agreement (PPA).

The Facility shall be required to comply with environmental standards and safeguards required by the Laws of Myanmar and those specified in this Schedule 7, Article 9 and Schedule 8 of the PPA.

1.1 Facility Requirements

The Facility is required to be reliable and efficient and expected to achieve an annual average availability in excess of **82.1%** and shall provide a minimum Contracted Capacity of **95.6 MW** at Reference Conditions over the complete term of the PPA. It is essential that the key components of the Facility are of proven design and technology. The Facility is to be designed to maximize the electrical energy delivered for a daily Fuel consumption of **19.85** million standard cubic feet at Reference Conditions with the installation of a minimum of one (1) gas turbine unit and one (1) steam turbine unit. The Contracted Capacity offered shall be obtainable as a maximum continuous rating without restriction under all ambient conditions as measured at the Connection Point.

The Facility is to be based on Combined Cycle Gas Turbine (CCGT) technology. It is for Seller to select their preferred multi-shaft CCGT configuration for the Facility. The Facility should include a minimum of one (1) gas turbine and one (1) HRSG, optimized so as to offer a competitive least cost electricity power plant taking into account the design and operation requirements specified in this Schedule 7 (Plant Technical Characteristics).

Generator-transformer group unit connection is applied in this project. A 90MVA step-up transformer is adopted for the 75.65MW class gas turbine-generator, and one 50MVA step-up transformer for the 40MW class steam turbine generator. The high voltage side of the step-up transformer is connected to the 66kV substation with double busbar. There will be three 66kV outgoing lines connecting to the Thaketa substation tentatively.

1.2 Engineering, Procurement and Construction

The Seller will be obliged to utilize Prudent Practices (as defined in the PPA) in preparing the design of the Facility. Equipment proposed shall be of new manufacture and proven design by reputable manufacturers with sufficient experience accumulated on the particular Generating Unit(s) proposed. The Facility shall achieve competitive,

least cost power production. The gas turbine(s), HRSG(s), steam turbine(s), generator(s) and generator transformer(s), and 66 kV switchgear/ generator circuit breaker shall be manufactured and supplied from the OEM country of origin or if the OEM has a manufacturing facility owned by them in a country other than the OEM country of origin that fully complies with the quality standards of the OEM and complies with the allowed standards and codes, then this is also acceptable. Summary of supporting evidence should be provided and MEPE may request additional information.

Seller, if unable to perform the engineering, design and construction supervision activities within their own resources shall engage reputable engineering consultant(s) with specific international experience of CCGT projects to engineer, design and supervise erection and commissioning of the Facility.

Seller must specify engineering, procurement and construction (EPC) contractors, which (together with its designated sub-contractors, if applicable) shall have proven experience in implementing large power plant projects.

All documentation shall be provided in the English language.

1.3 Operation and Maintenance (O&M)

Seller, if unable to perform the O&M services within their own resources, shall nominate an O&M contractor to act as the Facility Operator under the Agreement and operate and maintain the Project. The Seller's O&M contractor must have the appropriate experience operating CCGT projects.

2. SITE CONDITIONS

2.1 General

The Facility Site is to be located in Thaketa town which is 10km east to Yangon city. (the Project Plot). It is recommended that Seller visit the Project Plot to determine:

- where within the indicated areas on the Project Plot they propose to locate the Facility Site and the area in which the Seller proposes to set up temporary facilities in connection with the carrying out of the works (the Temporary Area);
- the nature of the Project Plot and all conditions which may affect the Project.

The Seller will only be entitled to have included within the Facility Site and Temporary Area, respectively, such areas of the land as reasonably required for the Project.

The 66kV switchgear at Thaketa substation is of double busbar connection, and according to the request of the grid, the outgoing lines will be connected to section A of the switchgear. The three spare bays on section A will be modified for the connection of the newly built plant.

In this power plant, the rated current of 66kV bus is about 1200A and the three-phase short-circuit current of 66kV bus is about 6kA. Please verify whether the existing 66kV equipments in the Thaketa substation can be used for this power plant.

2.2 Location

The Project will be located in Thaketa town which is 10km east to Yangon city. The Project Plot is an area of approximately **11.7 acres.**

The area of land which Seller require for the Facility Site and any Temporary Area must be specified in the Seller's Final Proposal (Envelope 1). The Seller will be responsible for the costs resulting from modifications to, or the relocation or removal of, existing pipelines (surface or buried), cables, drainage systems or any other existing facilities, which are present on the Facility Site and/or Temporary Area as at the date upon which access to the Facility Site and/or Temporary Area are made available to the Seller. Any modifications to or removals of such existing facilities may only be made with the prior approval of the relevant Governmental Authority. Upon completion of construction, the Seller will be required to remove from the Temporary Area, all of the buildings, rubbish, unused materials, storage tanks, temporary power distribution lines and all other temporary facilities. The Seller will be required to fill and dress all holes and cavities made for its convenience and leave all Temporary Areas in good order and condition.

All access roads between existing roads and the Facility Site will be constructed by the Seller. Access roads between the Facility and Temporary Area shall be provided by the Seller within the scope of the Project. Before the modification of any existing roads and/or the construction of any access roads, the Seller should consult and seek the necessary authorisation and permit with all relevant Governmental Authorities.

An illustration of the Project Plot location is set out at Figure 2-1.

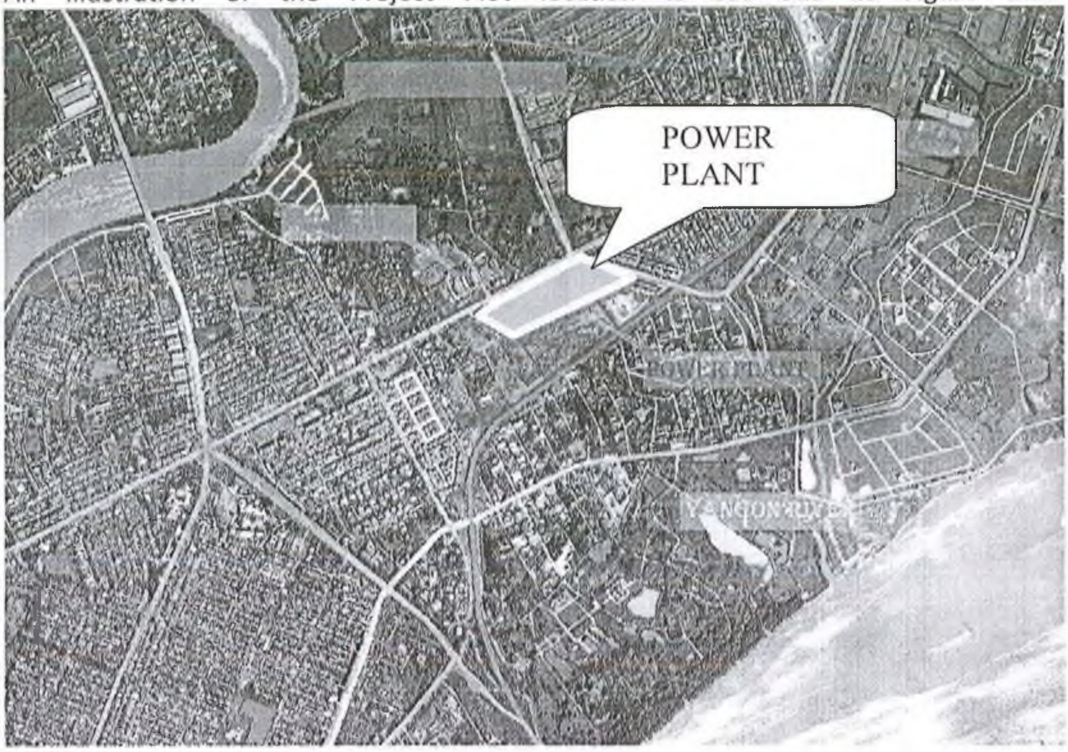


Figure 2-1 Location of Probable Site for Plant

2.3 Geotechnical Data

The Seller shall be responsible for satisfying itself as to the geotechnical characteristics of the Facility Site and as to the suitability of the Facility Site for the Project and will assume all risks associated therewith under the Project Agreements.

2.4 Climatic Conditions

The minimum design requirements regarding climatic conditions for the Facility are briefly described below. The following description is, however subject to verification by Seller based on their own investigations as to the most severe climatic conditions which should be used as a basis for the final design of the Facility.

Maximum ambient air temperature in the shade 40.5°C shall be taken as air inlet temperature for the gas turbine. The temperatures taken for design of air-conditioning and ventilation facilities shall comply with ASHRAE standards.

- Minimum ambient air temperature 11°C
- Mean annual ambient air temperature 27.5°C
- Annual average relative humidity 77%
- Minimum barometric pressure 992.4mbar
- Maximum barometric pressure 1022.5 mbar
- Maximum steady wind velocity null
- Average annual rainfall 2890.6mm

- Seismic Area 0.3g
- Minimum river water temperature null
- Maximum river water temperature null

3. TECHNICAL REQUIREMENTS/DESIGN PHILOSOPHY

3.1 General

The Facility must be designed, manufactured, installed and be suitable in every respect for continuous operation at the Contracted Capacity at Reference Conditions as well as part loads and shall exhibit high availability and reliability.

The Facility must utilize new components and systems which are of proven design. All plant shall be built to appropriate internationally recognized standards, and shall comply with all the applicable Myanmar codes.

Facility reliability, availability and maintainability consistent with high Fuel utilization efficiency, are of paramount importance, as is the need to meet all environmental constraints.

The Facility shall be designed to permit unconstrained operation over the full range of ambient conditions in accordance with the Operating Characteristics for each Generating Unit and System Operating Standards contained in Schedule 1 (Operating Characteristics for each Generating Unit) of the Agreement.

Full details of the reference plant, together with the names and contact details of the owners, shall be submitted with the Seller' s Final Proposal (Envelope 1).

3.2 Fuel

(a) General

The Facility shall be designed for operating on natural gas only.

(b) Gas

Natural gas shall be made available to the Seller by MEPE at the Fuel Delivery Point and in accordance with clause 7 of the PPA. The Seller will be responsible for the Fuel from the Fuel Delivery Point to the Facility Site. The Seller shall install a Fuel gas pipeline from the Fuel Delivery Point to the Facility.

The Fuel supply conditions and characteristics, in the PPA referred to as " Fuel Specifications', are provided in Schedule 4 of the PPA. Seller must take into account in determining the design of the Facility, the possible variations in Fuel Specifications over time. The Seller is to submit details of the range of gas composition and contaminants over which the Facility is capable of operating and these agreed gas composition operating parameters will be added to the Final version of Schedule 4.

The Seller will be responsible for providing all additional Fuel treatment equipment including equipment for the provision of the natural gas pressure and quality control required by the Generating Units and other gas fired equipment of the Facility. The Seller will design and incorporate into the Project reasonable measures and equipment to prevent damage or loss in the event non-conforming fuel is delivered.

The Seller will provide access from time to time to allow MOGE/MEPE to inspect the safety of the Seller fuel systems.

Fuel for commissioning and testing will be provided free of charge by MEPE up to an agreed amount. The Seller will be responsible for the purchase of Fuel beyond the agreed amount. The Seller in its proposal is required to specify the quantity of Fuel required for commissioning and testing. MEPE reserves the right to adjust Seller evaluated tariff to consider the cost of purchasing additional Fuel where MEPE considers the amount of Fuel requested for commissioning and testing is outside that

reasonably required for efficient commissioning.

3.3 Cooling Towers

Cooling towers or air cooled condensers shall be provided complete with fans, cooling water storage basin, circulating water pumps, chemical dosing equipment, all integral pipe work and valves, control and instrumentation, and all other equipment necessary for the safe and reliable operation of the Facility. Induced draft mechanical cooling tower blocks shall provide the cooling duty for the Generating Unit(s) and associated Facility auxiliaries.

3.4 Water

The Seller is responsible for entering into any contractual agreements necessary to meet the requirements specified below.

(a) Raw Water

Raw water to be used by the Seller for make-up and cooling purposes shall be provided from local water sources under license from the relevant Governmental Authorities. The Seller also shall be responsible for locating, constructing and operating any required pipelines to deliver raw water to the site, including any other equipment found necessary at any time for the term of the PPA.

(b) Potable Water

The Seller shall provide a potable water supply.

(c) Construction Water

During construction, the Seller shall develop, meter, store and distribute a source of water for construction.

(d) Sanitary and Sewer Facilities

The Seller shall provide for adequate sanitary facilities during construction and operations and shall keep discharges within the environmental limits set out in Schedule 8 (Environmental, Social and Labor Standards and Requirements).

3.5 Site Storage of Chemicals

An indoor, bunded storage facility for all operational chemicals shall be provided and sized for three (3) months operation at rated Facility output.

3.6 Drainage

All drains and liquids discharged from the Facility shall be disposed of in a manner in accordance with the approved Environmental Impact Assessment (EIA) and the requirements of Schedule 8 (Environmental, Social and Labor Standards and Requirements).

3.7 Telecommunications

The Seller will be responsible for obtaining and maintaining network connections with the Myanmar telecommunications system.

3.8 Mode of Operation

The Facility shall be dispatched in accordance with the dispatch Instructions. The Facility will be required to operate at a higher load factor during the Dry Season and may run at a lower load factor during the Wet Season in accordance with Schedule 1(Operating Characteristics).

The Facility shall be capable of following the daily and seasonal changes in demand. The number of Generating Units in operation shall take into account the spinning reserve requirements as requested by the System Operator.

Annual planned maintenance shall occur, whenever possible, during the Wet Season and shall be developed and agreed in advance with the System Operator according to the requirements of the PPA.

In order to increase the efficiency, the Facility is to be designed for combined cycle operations.

According to GE Guarantee Technical data for emission, if the load of GT is less than 59% load the Exhaust gas emissions will exceed the environmental limits. The Seller have right to reject operation of the Facility if the Load of GT is less than 59% due to the environmental limits, such rejection should not be the default of the Seller.

3.9 Standards and Codes

The Seller must ensure that the engineering, design, manufacture, shipping, construction, commissioning and testing of all equipment, facilities, components and systems which they propose shall form part of the Facility is in accordance with internationally recognized standards and codes in their latest edition. Codes that are not available in the English language are not acceptable.

The international standards published by the authorities listed here or equivalent standards are acceptable:

- ACI — American Concrete Institute
- AISC — American Institute of Steel Construction
- AISI — American Iron and Steel Institute
- ANSI — American National Standards Institute
- API — American Petroleum Institute
- ASHRAE — American Society of Heating, Refrigeration & Air Conditioning Engineers
- ASME — American Society of Mechanical Engineers
- ASTM — American Society for Testing and Materials
- AWS — American Welding Society
- AWWA — American Water Works Association
- BS — British Standards Institution
- CEN — European Committee for Standardization
- CENELEC — European Committee for Electro technical Standardization
- DIN — German Standardization Institute
- EHS — World Bank EHS Guidelines
- HEI — Heat Exchange Institute
- HIS — Hydraulic Institute Standard
- IBC — International Building Codes
- IEC — International Electro technical Commission
- IEE — Institute of Electrical Engineers

- IEEE Institute of Electrical and Electronics Engineers
- IETE Institution of Engineering and Technology in UK
- IFC PS IFC Performance Standards
- IP Institute of Petroleum
- ISO International Standards Organization
- JIS Japanese Industrial Standards
- MSS Manufacturer's Standardization Society
- NEMA National Electrical Manufacturers Association
- NFPA National Fire Protection Association
- PIANC Permanent International Association of Navigation Congresses
- SSPC Steel Structures Painting Council.
- TEMA Tubular Exchanger Manufacturers Association
- TRD Technical Rules for Steam Generators
- VDI Association of German Engineers
- VGB Society of large utility owners
- UBC Uniform Building Codes

The Facility must also comply with Myanmar national standards as may be approved by MEPE (or any other approved Governmental Authority) from time to time.

The detail Standards and Codes for equipments and components are as follows.

Detailed applicable Codes and Standards for Equipment and Components			
Sl. No.	**Item**	**Design**	**Material**
		standard and Code for bidding	**standard and Code for bidding**
1	**Boiler**		
1.01	Drum (internal included) and hanging devices	ASME Section 1	SA516Gr70
1.02	Headers	ASME Section 1	SA335P91/SA335P22/SA106B
1.03	Downcomer/Riser tubes	ASME Section 1	SA106B
1.04	Evaporator	ASME Section 1	SA210A1
1.05	Superheater	ASME Section 1	SA213T91/SA213T22
1.06	NA		
1.07	economizer	ASME Section 1	SA210A1
1.08	Condensate preheater	ASME Section 1	SA210A1
1.09	Blowdown tank	ASME Section 8	SA516Gr70
1.10	Boiler blow down pipe	ASME -B31.1	SA516Gr70
1.11	Valves within boiler proper	ASME -B16.34	C12A/F91/C9/F22/105/WCB
1.12	Ducting	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q235A/GBT3274
1.13	Insulation	ISO, IEC	DL776

		International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	
1.14	Casing	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q235A/GBT3274
1.15	hanger dampers	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q235A/GBT3274
1.16	steel structure	AISC	Q235A/GBT3274 Q345A/GBT3274 GB50017-2003
1.17	platform and staircase	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q235A/GBT3274
1.18	foundation bolt and installation rack	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q235A/GBT3274
2	**Turbine**		
2.01	Bearing	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
2.02	Rotor	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
2.03	Blade	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
2.04	Casing	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
2.05	Insulation	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
2.06	Vibration	IEC-45-1	OEM Factory Standard EN, ASTM/ASME or equivalent
3	**Generator**		
3.01	Bearing	IEC 60034-1 IEC 60034-3 ANSI C50.13	OEM Factory Standard EN, ASTM/ASME or equivalent
3.02	Rotor	IEC 60034-1 IEC 60034-3 ANSI C50.13 ISO7919-2	OEM Factory Standard EN, ASTM/ASME or equivalent
3.03	stator	IEC 60034-1 IEC 60034-3 ANSI C50.13	OEM Factory Standard EN, ASTM/ASME or equivalent
4	**BOP part**		
4.01	Feed water pipe	ASME B31.1	GB5310
4.02	Main steam and bypasspipe	ASME B31.1	GB5310
4.03	NA		
4.04	NA		
4.05	Auxiliary steam pipe	ASME B31.1	GB3087
4.06	Boiler blowdown pipe	ASME B31.1	GB3087
4.07	Condensate pipe	ASME B31.1	GB3087

4.08	main cooling water pipe	ASME B31.1	GB3087
4.09	Auxiliary cooling water pipe	ASME B31.1	GB3087
4.10	lubrication oil pipe	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	ASTM A106B or equivalent ANSI 304L
4.11	chemical injection pipe	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB3087
4.12	Compressed air pipe	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	SY5037, GB20878
4.13	fire water pipe (above/below ground)	NFPA	GB3087
4.14	Fuel Oil storage tanks	API 650	GB700/708/709/711/912 GB13237 GB11253 GB3274
4.15	Water Storage tanks (Potable/Service/Fire/DM/Raw Water)	API-650	DL/T 5068
4.16	Chemical storage tanks	ASME API-650	GB14976/GB13237/GB11253/GB3274 GB700/GB708/GB709/GB711/GB912 GB699/GB2100/GB1220
4.17	lube oil tanks	OEM Factory Standard adapted form ISO, IEC or other international accepted code/standard.	OEM Factory Standard adapted form ISO, IEC or other international accepted code/standard.
4.18	Compressed air storage vessel	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q345R
5	**Civil and structure**		
5.1	Steel structure	GB50017-2003	GB/T 700-2006 GB/T 1591-2008
6	Condenser	HEI	GB14976/GB13237/GB11253/GB3274 GB700/GB708/GB709/GB711/GB912 GB699/GB2100/GB1220
7	Condenser Vacuum pumps/ Condensate Extraction pumps		
7.1	Pump	ISO9005/ISO5199/ISO9908	GB699/GB2100/GB1220/GB700/GB708/GB709/GB711/GB912
7.2	Motor	IEC60034	GB/T755 GB/T13957
8.1	Boiler Feedwater pumps		
	Pump	ISO9005/ISO 5199/ISO9908	GB699/GB2100/GB1220/GB700/GB708/GB709/GB711/GB912
	Motor	IEC60034	GB/T755 GB/T13957

8.2	Cooling Water Supply pumps		
	Pump	ISO9005/ISO 5199/ISO9908	GB699/GB2100/GB1220/GB700/GB708 /GB709/GB711/GB912
	Motor	IEC60034	GB/T755 GB/T13957
8.3	NA		
8.4	Chemical Injection Pumps		
	Pump	ISO9005/ISO5199/ISO9908	GB699/GB2100/GB1220/GB700/GB708 /GB709/GB711/GB912
	Motor	IEC60034	GB/T755 GB/T13957
8.5	Lube Oil Pumps		
	Pump	ISO9005/ISO5199/ISO9908	OEM Factory Standard EN, ASTM/ASME or equivalent
	Motor	IEC60034	GB/T755 GB/T13957
9	Heat Exchangers		
	Shell/Tube/Tubesh eet/Plate	HEI, TEMA,	GB14976/GB13237/GB11253/GB3274 GB700/GB708/GB709/GB711/GB912 GB699/GB2100/GB1220
10	Compressed Air		
10.1	Compresser	ISO12100	GB14976/GB13237/GB11253/GB3274 GB700/GB708/GB709/GB711/GB912 GB699/GB2100/GB1220
10.2	Filters	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB14976/GB13237/GB11253/GB3274 GB700/GB708/GB709/GB711/GB912 GB699/GB2100/GB1220
10.3	Piping and Valves	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB700/GB708/GB709/GB711/GB912 SY5037, GB20878
10.4	Storage Vessel	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	Q345R
11	Fire Water		
11.1	Pumps	NFPA ISO 9905/ISO 5199/ISO9908	GB699/GB2100/GB1220/GB700/GB708 /GB709/GB711/GB912
11.2	motor	IEC60034	GB/T755 GB/T13957
11.3	Piping and Valves	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB699/GB2100/GB1220/GB700/GB708 /GB709/GB711/GB912
11.4	diesel engine	ISO 3046 ISO 8528	GB699/GB2100/GB1220/GB700/GB708 /GB709/GB711/GB912
12	Deaerator with storage tank		
12.1	Shell/Nozzle	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB3087/GB3280/GB4237/GB4238/GB1 2459/GB699/GB6654/GB5310/GB983/ GB5117/GB5118/DL5000-2000
12.2	Tray	ISO, IEC International accepted code/standard	GBGB3087/GB3280/GB4237/GB4238/ GB12459/GB699/GB6654/GB5310/GB9

		(Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	83/GB5117/GB5118/DL5000-2000
13	PRDS	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GBGB3087/GB3280/GB4237/GB4238/GB12459/GB699/GB6654/GB5310/GB983/GB5117/GB5118/DL5000-2001
14.1	HV/MV/LV Swgr & MCC	IEC62271 IEC60439	GB3906 DL404 GB7251
14.2	Generator Step up transformer	IEC60076	GB1094/ GB16847/ GB4109/GB3536 GB2536/ GB5273
14.3	Unit Auxiliary Transformer	IEC60076	GB1094/ GB16847/GB4109/GB3536 GB2536/GB5273
14.4	GCB	IEEE C37.013 A.C. IEC 60694 IEC 62271	OEM Factory Standard
14.5	CB/PT/VT	IEC62271 IEC60044	GB 1984 /GB/T 20840/GB 4703
15	Emergency Diesel Generator		
15.1	Engine / Genset	ISO 3046 ISO 8528	GB699/GB2100/GB1220/GB700/GB708/GB709/GB711/GB912
15.2	Electric Equipment	IEC 60034/IEC 60085/IEC 60947/IEC 61641	GB1028/GB16847/GB4109/GB3536 GB2536/GB5273
16	DCS	IEC 1000-4-4/ IEC 1000-4-5/ IEC 1000-4 6 IEC 1000-4-8 IEEE 488 /IEC 60529-2001	IEC 60668-1980
17.1	HV/MV Cable	IEC 62067/ IEC 60055/ IEC 60183/ IEC 60502 IEC 60287 IEC-60228/ IEC-60332	IEC
17.2	Control Cables	ISO and IEC International accepted code/standard	GB9330/ GB50217/ GB9330.3
17.3	Signal Exchange	IEC TR 61282	IEC TR 61282 DLT 5391
18	EOT Crane & Hoist	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB699,GB700,GB1102,GB1348,GB11352,GB9439
19	Piping,fitting & Valve incl.GRP	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB50764,GB5310,JB1157～1164-82,GB9112/9113, GB700
20	Fuel gas piping and valves	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	C12A/F91/C9/F22/105/WCB
21	Fuel oil piping and valves	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	C12A/F91/C9/F22/105/WCB
22	Plant potable and service water piping	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB50764,GB5310,JB1157～1164-82,GB9112/9113, GB700
23	Raw/DM water	ISO, IEC International accepted code/standard (Note: International accepted Codes and	GB50764,GB5310,JB1157～1164-82,GB9112/9113, GB700, etc.

		Standards will be used when ISO/IEC standards are not available)	
24	Waste Water	ISO, IEC International accepted code/standard (Note: International accepted Codes and Standards will be used when ISO/IEC standards are not available)	GB50764,GB5310,JB1157～1164-82,GB9112/9113, GB700, etc.
25	HVAC	GB50019-2015,GB50049-2011,DL/T5035-2004,GB50016-2014,DL5053-2012,DL5454-2012, GBZ1-2010	GB/T 22257-2008,JB/T 10768-2007,GB/T 17791-2007.etc

3.10 Design Considerations

The Facility must be capable of operation within the technical limits specified in the PPA, the PPA Schedules, as set out below and in accordance with dispatch Instructions.

The Facility must be designed such that the impact of a failure of any single piece of auxiliary equipment on the output of the Facility will be minimal and will not cause a failure of the entire Facility.

The Facility is to be designed to operate with natural gas as the fuel.

The control system of the Generating Unit(s) shall be equipped with automatic power generation control capability for automatic and manual regulation of the real and reactive power output of the Facility.

The Facility shall be equipped with the facilities required for such control and all necessary measurements and data for transmitting over communication links between the Facility and the control room of the System. In addition, there must be data and voice links between the Facility and the control room of the System.

Following a sudden load disconnection from the System, isolated operation of the Facility shall be required to meet the internal power needs of the Facility with a minimum of one Generating Unit in service supplying internal loads.

Each Generating Unit shall be able to contribute continuously to the System frequency and voltage control by supplying appropriate active power and reactive power support.

The Facility shall be capable to be fully despatchable between the minimum load on the smallest Generating Unit and 100% of Contracted Capacity.

The rated output of the GT Generating Unit(s) at full load shall be available for a power factor of 0.85 (lagging) up to 0.95 (leading), and the ST Generating Unit(s) is 0.80 (lagging) up to 0.90 (leading).

The rated active power output of the Generating Unit(s) shall be available continuously for speeds of 99%-101% of nominal speed. Any decrease of power output occurring in the speed range of 94% -99% of nominal speed should not be more than pro-rata with speed.

Normal operation range voltage changes shall not affect the active and reactive power output of a Generating Unit.

The voltage of the electrical transmission system shall be nominally 66 kV and within the range ± 10 %.

The frequency of the transmission system shall be 50 Hz. Normal control deviations will not exceed 49.85 Hz to 50.10 Hz. Under transient disturbed conditions, system frequency could rise to 52 Hz or fall to 47 Hz and the Generating Unit(s) should remain in synchronism with the System. This frequency range shall be considered in the design

of the Facility. The Generating Unit(s) shall be designed to operate in the following frequency range for the time periods indicated below:

- 51.5 Hz - 52 Hz (15 minutes)
- 51 Hz 51.5 Hz (90 minutes)
- 48.5 Hz - 51 Hz (continuous)
- 47.5 Hz - 48.5 Hz (25 minutes)
- 47.0 Hz - 47.5 Hz (30 seconds)

The Facility shall be provided with emergency power supplies to ensure the safe and controlled shutdown of all Generating Unit(s) in the event of loss of all electrical supplies without damage to any equipment.

In the substation, the 66 kV generator transformer circuit breakers shall be configured for operation from the Facility and also from the substation's control room and the System's control room, with proper interlocks and control.

The Facility will be able to start the first Generating Unit by back feeding from the System.

(a) Island Mode

The Thaketa substation with capacity 300MVA is an important substation in Myanmar. The start-up power requirement of this power plant is about 6MVA which can be sourced from the Thaketa substation. So the black-startup system will not be considered in this project. However, the Seller will provide diesel generator for the emergency use of the Facility, and the Facility may operate in Island Mode due to the failures or trips of MEPE System.

(b) Requirements for Materials

Materials selected by the Seller shall be new, in accordance with international quality standards, proven to be suitable and sufficient for the Term of the PPA.

Components of the Facility which are in contact with river water or are subject to abrasion or potential high rates of wear including heat transfer surfaces shall be selected from proven grades of high corrosion/erosion resistant materials.

Where appropriate temperature conditions apply, proven non-metallic lining materials of approved minimum thickness may be used.

Castings shall be subject to heat treatment at required points of the manufacturing process to avoid stress corrosion cracking as per the manufacturer's recommendations Austenitic cast iron may be used for pump casings for river water/brine applications provided that a proven grade with Niobium addition (to improve repair weldability) is selected.

(c) Availability and Reliability

The Facility shall be designed to provide the capacity levels as set out in the PPA. Facility maintenance philosophies and the selection of equipment shall reflect the need for a Facility with a high availability operation throughout the year. Each Seller's proposal shall include details and references of the recorded operational reliability of the key equipment and systems to be provided. Seller' proposal shall include a description of the Facility's ability for flexible dispatch.

3.11 Power Station Electrical System

(a) Protection Systems

Protection systems shall disconnect the Facility to minimize damage from faults. Protection schemes shall be installed using modern protection relays. The protection current transformers on the receiving substation will be provided by MEPE and the Seller shall advise MEPE on the technical requirements to ensure compatibility of the protection schemes. The Seller shall cable the protection schemes and intertripping from the Facility to the MEPE interface cubicles in the substation.

The Seller shall be responsible for protecting the Facility in case the frequency and voltage of the System exceeds the operational limits.

(b) Interface with the IPP and the MEPE's System Control Centre

Signal exchange between the Facility and the MEPE's System Control Centre shall be via Remote Terminal Unit(s) (RTU) located at the power plant 66kV substation. The RTU(s) will be provided by the Seller in accordance with MEPE specification and the Seller will cable to the RTU(s) from the Facility. All measuring devices, auxiliary contacts and interposing relays and selector switches together with wiring and associated facilities for the Facility are to be supplied by the Seller.

Overall policies for Facility monitoring and governor control will be developed by the Seller in consultation and agreed with MEPE.

A Supervisory Control and Data Acquisition (SCADA) facility list is envisaged which will be required to provide status and alarm signals for the following areas of the Facility:

- circuit breakers;
- generator transformers;
- communications;
- station protection; and
- operating parameters.

3.12 Thaketa Substation

The Thaketa substation is approximately 500 meters away from the Facility Site and contains a double bus configuration.

Three 66kV bay, equipped with protection and control, will be available for the connection of the Facility.

The Seller shall install three 66kV cable outgoing lines from the generator transformers at the Facility and terminate on the gantry in the Thaketa substation. Consultation will be required with MEPE to determine the termination requirements.

There is no requirement for the Seller to provide the receiving substation with LV power for auxiliary supplies.

3.13 Metering Equipment

(a) Metering of Electrical Energy Delivered

The Seller will install two sets of MEPE approved tariff type Metering Equipment for each outgoing line (Primary Metering Equipment and Back-Up Metering Equipment) of the PPA, to measure the electrical energy delivered at the Connection Point. The Metering Equipment will be installed at the incoming circuits from the Facility. After

the New Transmission Facilities Handover Date, the Metering Equipment will be owned by MEPE. The Metering Equipment will give, for each direction of flow, the following quantities:

- a continuous automatic record of both kilowatts and kilovars;
- an automatic record of the kilowatt hours and kilovar hours for each sixty (60) minute interval beginning or ending on an hour; and
- a continuous integrating record of the kilowatt-hours and kilovar hours.

The Primary Metering Equipment shall be used for the net electrical energy import/export by the Facility to the Thaketa substation. The Back-Up Metering Equipment will be used for verification purposes. Each set of meter shall be connected to a separate coil of current transformers.

MEPE will give access to the Seller to the metering panels for the activities set out under the PPA.

Provision shall be made for signaling the above data to the Seller's control room.

The accuracy of meters, current transformers and voltage transformers shall each be within ± 0.2%. All meters shall be sealed in line with the requirements of the PPA.

(b) Metering of Gas

MOGE is to be responsible for supplying and installing the Fuel Metering and Testing Station as described in Schedule 9 of the PPA, located outside the Facility Site. The Seller is required to install instrumentation cabling from the Fuel Metering and Testing Station to the Facility to provide gas flow and condition data to the Facility and the Control Centre.

The Seller is required to supply, install, own and maintain additional gas metering equipment. The Fuel duty and standby check metering system should be installed within an accuracy of ±1% or better.

3.14 General Requirements

(a) Design Life

The minimum design life of the Facility shall be 30 years from Commercial Operations Date.

(b) Sparing Philosophy

The Facility shall be designed such that the failure of any single auxiliary plant item within a Generating Unit will not result in the loss of generation from that or any other Generating Unit. Failure of any single item of auxiliary equipment shall not result in a reduction in power exported from the Facility. Seller must describe in their Bids how they intend to achieve the required availability, maintainability and reliability of the Facility and how it will demonstrate this during the course of design implementation.

(c) Protection against the Environment

Each plant item shall be designed to withstand the most extreme ambient conditions to which it may be subjected and to continue to function normally whilst the Facility is operated at its maximum rating.

(d) Hazardous Areas

Areas where a potential flammable atmosphere may exist shall be classified to the relevant sections of the Institute of Petroleum (IP) and IEC codes, or other

internationally recognized standard. Suitably certified equipment shall be used in the designated hazardous areas. To the maximum extent practical, equipment requiring operator attention and/or electrical equipment shall not be installed in hazardous areas.

Seller will be required to demonstrate in their Bids adequate segregation of electrical equipment from hazardous areas and that no hazardous area extends beyond the Facility boundary fencing.

(e) Performance Monitoring Systems

The Seller shall install systems for the continuous performance monitoring of the Facility such that information required for the production of invoices meets the requirements of the PPA. All data required to produce invoices shall be automatically forwarded to MEPE Control Centre via the Thaketa substation for use by MEPE' s copy of the Model. The continuous performance monitoring systems shall include continuous ambient condition monitoring facilities to the requirements of the Agreement. The data from the ambient condition monitoring facilities required for tariff payment shall be automatically forwarded to the MEPE Control Centre via the Thaketa substation.

Equipment used for ongoing Facility performance monitoring should at all times have a valid calibration certificate. Certificates shall be made available at the request of MEPE.

(f) Units of Measurement

The units of measurement used throughout the Project shall be in the System. International d' Unites (SI) Units, except that pressure shall be expressed in 'bar absolute' and temperature shall be expressed in degrees Celsius. The Fuel supply energy content shall be expressed at BTU/SCF (Gross) and power in kW.

(g) Security Systems

The Facility design shall include suitable security systems such as security fences. Facilities for security personnel such as a guard house shall also be included.

The Facility is to be protected from both casual and malicious intrusion. The protective measures which the Seller will implement shall include but are not limited to:

- perimeter security fence;
- CCTV system to monitor the perimeter and provide operational overviews and details of the Facility Site;
- intruder detection to buildings;
- access control system to site and buildings (includes time in attendance)
- gate intercom system to allow visitor access; and
- mechanized site access gate.

These measures will be fully integrated to allow an automatic response to events to aid operator decisions.

(h) Fire Protection Systems

The Facility shall have a high level of fire protection. The Facility Site shall be provided with substantial firefighting systems to minimize damage to the facility in the event of a fire.

4. SCOPE, INTERFACES AND TERMINAL POINTS OF THE FACILITY

4.1 Scope of the Facility

The scope of works for the Project shall cover the development, design, engineering, financing, permitting, insurance, procurement, manufacturing, factory testing, transport to site, erection, construction, commissioning and performance testing including site investigation, site development and all related civil works, as well as operation and maintenance of the Facility.

The Seller will be required to include in the scope of work all equipment works and services necessary for complete, safe and prudent operation and maintenance for each Generating Unit and for the whole of the Facility, even if certain essential works are not expressly stated in the Plant Technical Characteristics or elsewhere in the PPA.

The scope of works for the Project shall include, but not be limited, to the following:

(a) Preparatory works, such as:

- site surveys, including topography, geotechnical, seismic conditions, hydrographic and meteorology studies;
- soil investigation;
- site preparation, e.g. clearing, backfilling with compaction/consolidation, grading, leveling, earth moving, etc;
- Facility Site drainage and sewage treatment and removal systems.

(b) Infrastructure works, including:

- construction and/or improvement of access roads to site as well as access roads onsite;
- electricity and water supply for the construction of the Facility;
- construction of compressed air supply and distribution system, product water system, security fencing, parking, etc.;
- fire-fighting.

(c) Construction facilities, including:

- provision of temporary housing camp, contractor's offices, warehouses, workshops for site construction purposes, vehicles, mobile equipment, temporary power generators, temporary air compressors, including fuel and electricity required during construction; and
- demolition and removal of temporary construction facilities after Phase 2 Commercial Operation Date including restoration of surface areas.

(d) Civil parts such as:

- piling works (if required);
- general buildings, such as administrative building, workshop, laboratory, storage building, auxiliary buildings and structures, including ventilation and air conditioning facilities of buildings;
- buildings for mechanical and electrical equipment including excavations, foundations, substructures, construction and finishing of the complete building complex, ventilation and air conditioning facilities of buildings;

- roads and surface drainage.

(e) Mechanical parts, such as:

- gas turbine generator packages, complete including enclosures, all skids, air inlet filter system with ducts and silencer, exhaust gas system with ducts and silencer, damper, fuel compartments and local control compartment;
- steam turbine generator island, complete including sealing system, gland steam condenser, draining system, steam turbine and water-cooled condenser system;
- heat recovery steam generator island, including stack, vent and drain systems, blowdown system, boiler related piping and valves;
- Fuel supply system including all piping, pipelines, gas treatment and condensate removal/storage equipment from the Fuel Delivery Point;
- water pumping and transfer pipeline to provide the entire water requirements for the Facility;
- balance of mechanical equipment, as far as applicable, including all supplies of mechanical equipment not specifically mentioned above, such as deaerator and storage tank, water demineralization facility, feed water pumps, condensate, feedwater and steam piping including valves, vents and drains, drain condensate collecting tank and pumps, turbine bypass stations, etc;
- auxiliary systems, as far as applicable, complete including compressed air system for instrument and service requirements, equipment for workshop, stores and other facilities, water treatment, including make-up water system, chemical dosing plant, storage tanks;
- water treatment equipment.

(f) Fire detection, fire protection devices, and firefighting water systems.

(g) Waste water treatment facilities complete including chemical drains, system treatment, sewerage treatment plant.

(h) Electrical equipment, control and instrumentation (C&I), such as:

- turbine generators, excitation system, voltage regulator, generator protection system complete including generator main connections, generator breaker, generator neutral earthing transformer, protection, C&I system, etc;
- generator transformers;
- 66 kV termination cable;
- Facility auxiliaries supply complete including Generating Unit auxiliary transformers, MV/LV transformers, MV switchgear, LV switchgear, MV/LV busducts and cables, DC and UPS systems, lighting, earthing and lightning protection systems;
- interfacing facilities for interchanging data between the Facility and the MEPE Control Centre;
- Hardware and Software, including licenses for MEPE use of the tariff Model;
- control and instrumentation, complete including Facility control and monitoring system, telecommunication, protection systems, environmental monitoring equipment, field testing equipment, instrument workshop equipment, metering, etc; and

- security CCTV system.

(i) Project development: such as services which are common for the Facility and not related to specific equipment and facilities, e.g. management and supervision, engineering, insurance and bonds during construction, training services and other services, documentation to be provided, testing, etc.

4.2 Interfaces and Terminal Points of the Facility

(a) General

The Seller's scope shall include connecting equipment, facilities and services at the interfaces (tie-ins).

(b) Terminal Points of the Facility

(i) Gas: The terminal point will be the outlet of the shut-off valve at the Fuel Metering and Testing Station.

(ii) Electrical: The supply, installation, operation and maintenance of the Facility' s 66kV circuit breakers are within the scope of this Project. The 66 kV cable outgoing lines will be supplied and constructed by the Seller. The protection devices of the three outgoing lines in the plant and in the Thaketa substation will be provided by the Seller.

Other equipments in the Thaketa substation are not included in the scope of this project.

At each electrical interface, co-ordination is required between the Seller and MEPE.

(iii) The operation and maintenance interface for the Facility telephones, measurements, indications, signaling will be at a RTU installed by the Seller at the Facility. Coordination between the Seller and MEPE will be required at the interface.

(iv) Storm and surface water run-off/drainage systems: Drainage systems shall be included in the Seller's scope and shall be required to interconnect to existing systems (if applicable), and shall be routed to the evaporation pond or other containment vessel. The collection and storage shall be in accordance with the approved EIA and where necessary subject to approval by MEPE and/or the relevant Governmental Authority.

(v) Communications and SCADA: The operation and maintenance interface for SCADA equipment shall be at the terminal blocks/strips at the Facility. The grid telecommunication equipments are not included in the scope of this project.

The Seller will be required to collect signals from the New Fuel Supply Infrastructure facilities that are required by the Facility. Some of those signals need to be transferred to the MEPE Control Centre.

(vi) The Seller shall construct a new permanent road surface from the end of the current road services up to the Facility Site in accordance with Myanmar regulations. The Seller shall be responsible for the entire road surfaces within the Facility Site and access road outside the Facility Site.

4.3 Related Projects

(a) Gas Supply

The Fuel Supplier is to build the New Fuel Supply Infrastructure to serve the Facility.

The Fuel Supplier scope includes the construction of a new gas transmission pipeline and the installation of a New Fuel Metering and Testing Station. The details of the New Fuel Supply Infrastructure are included in Schedule 9 (New Fuel Supply Infrastructure).

5. PERFORMANCE GUARANTEE DATA, TECHNICAL LIMITS

5.1 Reference Conditions

Values of Contracted Capacity based on the available amount of gas as provided to the Seller shall be based on the following Reference Conditions:

(a)	Ambient air temperature (dry bulb)	27.5°C
(b)	Relative humidity	77%
(c)	Ambient site barometric pressure	1012.9 mbar
(d)	River water temperature	null
(e)	LHV of natural gas	849 BTU/scf
(f)	Frequency	50 Hz
(g)	System voltage level	66 kV

5.2 General Requirements

Performance correction curves and equations for the correction of measured performance data at conditions different from the Reference Conditions shall be provided with the Seller's Final Proposal (Envelope 1). The correction to the Reference Conditions will be applicable for the term of the PPA.

For avoidance of doubt the Seller will be obliged to make available such power capacity as defined by the PPA over the range of Facility Site ambient conditions, throughout the duration of the PPA.

5.3 Technical Limits

The technical data related to equipment rating and characteristics of the Facility are to be specified in Schedule 1 of the PPA.

6. QUALITY ASSURANCE, INSPECTION, COMMISSIONING AND TESTING

6.1 General

The Seller will be responsible for the development, design, manufacture, transport to site, construction, commissioning, testing, operation and maintenance of the Facility and the design, construction, commissioning, testing and handover of the New Transmission Facilities such that it meets the requirements of the PPA and other Project Agreements. The Seller will therefore be required to develop, implement and maintain a quality assurance system covering all phases of the Project in accordance with the relevant ISO standards.

Quality Assurance

The system of quality assurance shall be in conformance with ISO 9001 (latest revision).

Seller shall provide a quality assurance manual applicable to the design, procurement, construction, testing and start-up of the Facility with their Seller's Final Proposals (Envelope 1) and evidence of accreditation to a national or international assurance standard equal to ISO 9001.

The Seller will be required to prepare a quality assurance manual covering the operation and maintenance of the Facility in a form reasonably acceptable to the MEPE Engineer. This shall be presented to MEPE. MEPE will have the right to raise comments on the manual. MEPE will review quality plans and agree with the Seller a programme of verifications, inspections and audits to be carried out by MEPE or its representatives, independent of the Seller own monitoring activities. All non-conformities raised by the MEPE are to be resolved. All quality assurance/ quality control documentation is to be kept up-to-date by the Seller, and available for inspection on-site by MEPE.

Third Party Certification

The Seller will be required to arrange for an independent third party insurance classification organization to certify that the design, materials and construction of the equipment in the scope comply with statutory requirements and applicable insurance requirements.

Testing

The whole of the Facility shall be tested in accordance with the standards for the Seller's quality plans and testing procedures as approved by MEPE and in accordance with the testing procedures set out in clause 3.13 of the PPA and Schedule 14 of the PPA.

The Seller in conjunction with the MEPE will be required to develop a protocol for the Tests. The protocol will reflect the minimum requirements and will define the documentation, Test details, timing, etc.

The Seller will be required to comply with the testing requirements specified in Schedule 14 to the PPA.

7. DOCUMENTS TO BE SUBMITTED TO MEPE

The Seller is required to submit to MEPE any information, drawings and documents that may reasonably be required by MEPE to understand the design, construction, operation and maintenance of the Project. The following describes the minimum scope of information, documents and drawings to be submitted to MEPE by the Seller but does not provide for an exhaustive list of documents.

The Seller shall provide sufficient paper and electronic files of all requested documentation to enable MEPE to circulate the same to its contractors, consultants and other concerned authorities.

The description and specifications of the electrical protective devices to be incorporated in the Facility in order to protect the Facility, the 66 kV substation and the transmission line, metering system and interconnection points are of particular importance and require the approval of MEPE prior to incorporation into the design of the Facility.

As a minimum, the following documents shall be submitted to MEPE:

(a) Quarterly Development Progress Reports as outlined in Schedule 16 (Quarterly Development Progress Report Format) of the PPA.

(b) Monthly Construction Progress Reports as outlined in Schedule 17 (Monthly Development Progress Report Format) of the PPA — by no later than ten (10) Business Days after the last day of each calendar month. The table of contents of the monthly progress report shall be agreed with MEPE but shall include a status report on permitting/consents and an updated project construction schedule.

(c) Other technical progress reports prepared by the independent engineer or other technical advisers of the financing parties.

(d) General arrangement and layout drawings.

(e) Drawings and documents required for permitting, certifying and/or licensing of the Facility and copies of all correspondence between the Seller and Governmental Authorities.

(f) Detailed Project schedule relating to engineering, procurement, construction and testing of the Facility, including the timelines for permitting and consents.

(g) Performance test procedures and testing reports as specified in Schedule 14 (Tests) of the PPA.

(h) Approved EIA.

(i) All documents required to be provided by the Seller to MEPE under the various Project Agreements.

(j) All studies, executed by the Seller to demonstrate that the entire Facility will perform according to the requirements of the PPA and related agreements, including:

- Load flow calculations for full determination of the voltage profile of the adjacent System area, reactive power and transformer control requirements as well as the determination of equipment ratings in the event of outages and faults.
- Static and transient short circuit calculations considering symmetrical and asymmetrical faults, for the determination of equipment ratings, earthing requirements, fault voltages and currents as well as equivalent connection point impedance.

- Earthing system calculation.
- Protection relay setting study.
- Transient simulations in order to:
- determine the critical fault clearing times under various loading and operation conditions;
- verify the Facility performance requirements with respect to active power control as well as voltage control under the most relevant contingencies;
- verify that expected values of primary, secondary and tertiary response behavior of the power Facility are in compliance with MEPE requirements;
- determine the impact of turbine control as well as excitation control on system damping;
- Any transient stability calculation data shall be presented in IEEE format.
- Calculation of electromagnetic transients with respect to isolation requirements and SSR aspects (if deemed to be required).
- Determination of harmonic currents injected to the 66 kV connection point including verification of the voltage waveform characteristics at the 66 kV connection point.

One copy of all documentation relating to the design, construction, operation and maintenance of the Facility, including as-built drawings, operation and maintenance manuals etc. shall be retained on the Facility Site for the term of the PPA for the use of MEPE.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 8

Environmental, Social and Labor Standards and Requirements

SCHEDULE 8

ENVIRONMENTAL, SOCIAL AND LABOUR REQUIREMENTS

8.1 General

The Seller shall plan, design, construct and operate the Facility and design and construct the New Transmission Facilities and generally comply with the standards and guidelines specified in Section 8 of the Agreement and those listed below. This includes obtaining and maintaining all necessary permits and licenses for the construction and operation of the Facility and the construction of the New Transmission Facilities.

Applicable national Myanmar environmental, social and labor laws
IFC Performance Standards
World Bank Group EHS General Guidelines
World Bank Group EHS Guidelines for Thermal Power Plants m
World Bank Group EHS Guidelines for Electric Power and Transmission Distribution iv IFC Stakeholder Engagement Handbook v and other relevant Good Practice Notes IFC Handbook for Preparing a Resettlement Action Plan vi (if applicable)
Any environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents

The Myanmar Environmental Conservation Law (2012) has been enacted to implement the National Environmental Policy. This law includes principles and guidelines for sustainable development, conservation of clean environment, and preservation of natural and cultural heritage. Under this law regulations and standards will be issued from time to time which the Seller will be required to comply with.

References to "WBG" in this Schedule are to the "World Bank Group".

8.2 Environmental Impact Assessment and Related Laws

The Seller shall prepare an Environmental Impact Assessment (EIA) for the project in accordance with the requirements and regulations of the Ministry of Environmental Conservation and Forestry (MoECaF).

The Seller shall prepare an Environmental and Social Impact Assessment (ESIA) in accordance with IFC Performance Standards relating to the adequate identification and assessment of

project risks and impacts. The terms of reference for the ESIA is provided in paragraph 8.9 of this Schedule 8.

Note to Bidders: MEPE is preparing terms of reference for the ESIA which will be provided shortly.

To the extent practicable, the EIA will be equivalent to the ESIA, with only a single assessment prepared to avoid confusion. If separate assessments are prepared, the Seller shall exercise best efforts to minimize inconsistencies between the two documents.

The EIA, ESIA and related management plans shall be prepared by Company personnel or external experts with knowledge of IFC Performance Standards 1-8.

The Seller shall also comply with all relevant environmental protection laws, including but not limited to:

- The Forest Law (1992)
- The Forest Rules (1995)
- The Protection of Wild Life, Wild Plants and Conservation of Natural Areas Law (1994)
- Wild Life Protection Rules (2002)
- The Protection of Wildlife and Conservation of Natural Areas Law - SLORC Law No. 6/94
- The Forest Department Notification No. 583/94
- Environmental Conservation Law (2012)
- Environmental Conservation Rules (2014)
- National Environmental Policy (1994)
- The Conservation of Water Resources and Rivers Law (2006)
- Myanmar Agenda 21

8.3 Standards and Guidelines

The project is required to comply with all relevant national, WBG and IFC guidelines and standards, with the main applicable WBG guidelines summarised below.

8.3.1 Air Emissions Guidelines

The Seller shall ensure that the project complies with the combustion emission limits set out in the WBG EHS Guidelines for Thermal Power Plants, as specified in Table 6(B) Emissions Guidelines for Combustion Turbine.

Combustion Technology/Fuel	Nitrogen Oxide (NOx)	Reference Oxygen Content
Natural gas (all turbine types of Unit >50MWth)	**51 mg/Nm3 (25 ppm)**	**15%, dry gas**

Source: Table 6(B), WBG EHS Guidelines for Thermal Power Plants.

For the control of NOx the gas turbines shall be equipped with dry low NOx burners. The required minimum stack height for the Project has been set at 30 meters (HRSG and bypass stack), although this is subject to a stack height determination study, based on air dispersion modelling, that will be undertaken by the Seller as part of the EIA/ESIA and could result in an increase to the stack height. As per the WBG EHS General Guidelines, the stack height for all point sources of emissions, whether 'significant, or not, should be designed according to GIIP to avoid excessive ground level concentrations due to downwash, wakes, and eddy effects, and to ensure reasonable diffusion to minimize impacts. For projects where there are multiple sources of emissions, stack heights should be established with due consideration to emissions from all other project sources, both point and fugitive.

8.3.2 Ambient Air Quality Guidelines

In the absence of national legislated ambient air quality standards in Myanmar, the Seller shall demonstrate, through air dispersion modelling, plant compliance with the World Health Organization (WHO) Ambient Air Quality Guidelines as specified in WBG EHS General Guidelines.

Parameter	Averaging Period	Guideline Value in ^g/m3
Sulphur dioxide (SO2)	**24-hour**	**20**
	10 minute	**500**
Nitrogen dioxide (NO2)	**1-year**	**40**
	1-hour	**200**
Particulate matter (PM10)	**1-year**	**20**
	24-hour	**50**
Particulate matter (PM2.5)	**1-year**	**10**
	24-hour	**25**

Source: Table 1.1.1, WBG EHS General Guidelines.

Additional WBG EHS General Guidelines on ambient air quality shall also be applied as required. While ambient air quality standards may not directly affect the day to day operation of the Facility, they need to be incorporated into the dispersion modelling and stack height determination study. The study shall take into consideration the impact of the adjacent steel plant. The Facility shall be equipped with a Continuous Emission Monitoring System (CEMS).

8.3.3 Noise Levels Guidelines

Working environments (worker exposure): the Facility shall be designed to achieve the noise limits for working environments set out in the WBG EHS General Guidelines.

Location/Activity	Equivalent Level (LAeq,
Heavy Industry (no demand for oral	85 dB(A)
Open offices, control rooms, service	45-50 dB(A)

Source: Table 2.3.1, WBG EHS General Guidelines.

No employees should be exposed to a noise level greater than the guideline limits detailed above without hearing protection. Noise levels shall be measured according to appropriate International Electrotechnical Commission (IEC) standards.

Ambient conditions (beyond the facility boundary): the Seller shall also comply with the background noise level guidelines indicated in the WBG EHS General Guidelines, as set out below.

Receptor	One Hour LAeq (dBA)	
	Daytime	Nighttime
	(07:00 - 22:00)	(22:00 - 07:00)
Residential, institutional, educational	55	45
Industrial, commercial	70	70

Source: Table 1.7.1, WBG EHS General Guidelines.

The WBG EHS General Guidelines require that noise impacts should not exceed the levels presented in Table 1.7.1, or result in a maximum increase in background levels of 3 dB at the nearest receptor location off-site. Measurements are to be taken at noise receptors located

outside the site. The actual permissible noise pressure levels will be confirmed in the EIA/ESIA.

8.3.4 Effluent Guidelines

The Seller shall ensure that applicable environmental regulations, standards and guidelines for waste water discharge and re-use are complied with as well as national and international standards for water quality and effluent management. The table below lists the effluent discharge guideline limits applicable to the Facility as per the WBG EHS Guidelines for Thermal Power Plants. These standards apply to the discharge of effluent at the end of the outlet prior to release into the receiving waters.

Parameter	mg/L, except pH and temperature
pH	6~9
TSS	50
Oil and grease	10
Total residual chlorine	0.2
Chromium - Total (Cr)	0.5
Copper (Cu)	0.5
Iron (Fe)	1
Zinc (Zn)	1
Lead (Pb)	0.5
Cadmium (Cd)	0.1
Mercury (Hg)	0.005
Arsenic (As)	0.5
Temperature increase by thermal discharge from cooling system	Site specific requirement to be established by the Environmental Assessment (EA). Elevated temperature areas due to discharge of once-through cooling water (e.g., 1 Celsius above, 2 Celsius above, 3 Celsius above ambient water temperature) should be minimised by adjusting intake and outfall design through the project specific EA depending on the sensitive aquatic ecosystem around the discharge point.

Source: Table 5, WBG EHS Guidelines for Thermal Power Plants.

WBG General EHS Guidelines Table 1.3.1 - Indicative Values for Treated Sanitary

Sewage Discharges

8.4 Labour Requirements

The Seller shall ensure that all relevant Myanmar labour laws are complied with, including but not limited to:

- Employment Restriction Act (1959)
- Employment Statistics Act (1948)
- Factories Act (1951)
- Labour Organization Law (2011)
- Leave and Holidays Act (1951)
- Payment of Wages Act (1936)
- Workmen's Compensation Act (1923)
- Minimum Wage Law (2013)
- Settlement of Labour Dispute Law (2012)
- Social Security Law (2012)
- Employment and Skill Development Law (2013)

Myanmar has been a member of the International Labour Organisation (ILO) since 1948, therefore, the Seller shall comply with the following ILO conventions:

- C029 - Forced Labour Convention, 1930 (No. 29) - 04 Mar 1955
- C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) - 04 Mar 1955
- C001 - Hours of Work (Industry) Convention, 1919 (No. 1) - 14 Jul 1921
- C002 - Unemployment Convention, 1919 (No. 2) - 14 Jul 1921
- C006 - Night Work of Young Persons (Industry) Convention, 1919 (No. 6) - 14 Jul 1921
- C011 - Right of Association (Agriculture) Convention, 1921 (No. 11) - 11 May 1923
- C014 - Weekly Rest (Industry) Convention, 1921 (No. 14) - 11 May 1923
- C015 - Minimum Age (Trimmers and Stokers) Convention, 1921 (No. 15) - 20 Nov 1922
- C016 - Medical Examination of Young Persons (Sea) Convention, 1921 (No. 16) - 20 Nov 1922
- C017 - Workmen's Compensation (Accidents) Convention, 1925 (No. 17) - 16 Feb 1956
- C018 - Workmen's Compensation (Occupational Diseases) Convention, 1925 (No. 18) - 30 Sep 1927
- C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19) - 30 Sep 1927

- C021 - Inspection of Emigrants Convention, 1926 (No. 21) - 14 Jan 1928
- C022 - Seamen's Articles of Agreement Convention, 1926 (No. 22) - 31 Oct 1932
- C026 - Minimum Wage-Fixing Machinery Convention, 1928 (No. 26) - 21 May 1954
- C027 - Marking of Weight (Packages Transported by Vessels) Convention, 1929 (No. 27)- 07 Sep 1931
- C042 - Workmen's Compensation (Occupational Diseases) Convention (Revised), 1934 (No. 42) - 17 May 1957
- C052 - Holidays with Pay Convention, 1936 (No. 52) - 21 May 1954
- C063 - Convention concerning Statistics of Wages and Hours of Work, 1938 (No. 63) Excluding Parts III and IV -24 Nov 1961

The Seller shall also comply with the provisions of IFC Performance Standard 2 Labor and Working Conditions, which includes provisions relating to general working conditions, workers organisations, non-discrimination and equal opportunity, retrenchment, the provision of a grievance mechanism, and the prohibition of child labor and forced labor.

8.5 Other Applicable Laws and Guidelines

The Seller is responsible for ensuring that other national laws that may be applicable to the Facility are adhered to, including, but not limited to:

- Land Acquisition Act (1894)
- The Farmland Act (2012)
- Towns Act (1907) (as amended)
- Village Act (1908) (as amended)
- Protection of the Right of Cultivation Act (1963)
- Tenancy Law (1963) and Tenancy (Amendment) Law (1965)

If land acquisition and/or resettlement is required, the Seller shall adhere to the provisions of IFC Performance Standard 5 Land Acquisition and Involuntary Resettlement.

8.6 Permits

The Seller is responsible for obtaining and maintaining all the necessary permits and licences for the construction, operation and transfer of the Facility.

The Seller is responsible for identifying, obtaining and maintaining all necessary Permits and Licences to construct and operate the Facility.

8.7 Environmental and Social Management System

The Seller shall prepare an Environmental and Social Management System (ESMS) for the project in accordance with the IFC Performance Standards.

8.8 Stakeholder Engagement

The Seller shall develop a stakeholder engagement process, to establish and maintain constructive relationships with key stakeholders, including the Affected Communities. This stakeholder engagement process shall be an on-going process and shall include, at different levels depending on the results of stakeholder analysis and the extent of risks and impacts, external communications, disclosure of relevant information to, and consultation process with, the Affected Communities, and a grievance mechanism to receive and facilitate resolution of concerns and grievances of the Affected Communities. Technical guidance, with examples of GIIP, may be found in the IFC,s 'Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in Emerging Markets,.
http://www1.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publications/publications handbook stakeholderengagement wci__1319577185063

8.9 Terms of Reference for the Environmental and Social Impact Assessment

***Note to Bidders*:** to be provided 1 IFC Performance Standards (2012 Edition). Available at: http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/IFC+Sustainability/Sustainability+Framework/Sustainability+Framework++2012/Performance+Standards+and+Guidance+Notes+2012/

IFC/World Bank Group EHS Guidelines. Available at: http://www.ifc.org/ehsguidelines

- IFC/World Bank Group EHS Guidelines for Thermal Power Plants (2008 Edition). Available at: http://www.ifc.org/wps/wcm/connect/dfb6a60048855a21852cd76a6515bb18/FINAL_Thermal%2BPower.pdf? MOD=AJPERES&id=1323162579734
- IFC/World Bank Group EHS Guidelines for Electric Power and Transmission Distribution (2007 Edition). Available at: http://www.ifc.org/wps/wcm/connect/66b56e00488657eeb36af36a6515bb18/Final%2B-%2BElectric%2BTransmission%2Band%2BDistribution.pdf?MOD=AJPERES&id=1323162154847
- IFC Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in

Emerging Markets (2007 Edition). Available at
http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publ
ications/publications_handbook_stakeholderengagement__wci__1319577185063

- IFC Handbook for Preparing a Resettlement Action Plan (2002 Edition). Available at:
http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publ ications/publications_handbook_rap_wci_1319577659424

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 9

New Fuel Supply Infrastructure

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(This schedule should be completed after the preliminary design has been done for the reviewing of the MEPE.)

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SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 10

Transmission Facilities

1-The equipments list for Transmission Facilities are as follows.

No.	Description	Type and Specification	Units	Quantity	Remark
	66kV SWITCHGEAR (Substation)	**DOUBLE BUS, GIS**			
1	SF6 Circuit Breaker	66kV, 1600A, 40kA	set	3	
2	DISCONNECTOR	1600A,40kA,single earthed	set	6	
3	DISCONNECTOR	1600A,40kA,un-earthed	set	3	
4	CT	66kV, 1600/1A PX/PX/0.5/0.2S/0.2S	set	9	
5	CVT	66kV 66/√3/0.1/√3, 0.5	set	9	
6	SURGE ARRESTERS	Y10W-66 66kV	set (three phase)	3	
7	POST INSULATOR		set	11	
8	ACSR conductors	LGJ-300/40	m	315	
9	Metal Fittings	All kinds	set	100	
10	Maintenance box		set	3	
11	Cable trench	400x100mm	m	60	
12	66kV protection cabinet		set	6	
13	Metering cabinet	including three meters	set	1	
14	Bus bar	Φ120	m (three phase)	50	
15	Insulator string	11(XWP2-100)	set	72	
16	66kV cable terminal	66kV	set	9	
17	Main Transformer	150MVA,230/33kV/11kV	set	1	

Note: the above equipments should match with existing Substation according to actual condition.

2-The detail specification of the 150MVA Main Transformer are as follows.

SrNo.	Specification Reference	Unit	MEPE Specification
1	**230:33:11kV,150MVA Three Phase Transformer**		
	Maker		Hjin/LSIS/Hyundai/Hyosung/Siemens/XD/Chint TBEA/Fortune Electric/Misubishi/Toshiba/ABB
	Country of Origin		Korea/Germany/China/Taiwan/Japan
	Standard		IEC
	Rated Output Power	MVA	125:125:41.25(150:150:50)
	Voltage Ratio	kV	230:33:11
	Vector Group		YNyn0d11
	Type of Cooling		ONAN(ONAF)
	Efficiency at 1.0 pf 100% load		To state
	75% load		To state
	50% load		To state
	Impedance Voltage		To state
	No load Loss		To state
	Full load Loss		To state
	Tapping range		(±12*1.25%)
	Type of Tap Changer		Automatic On Load Tap Changer
	Transport Weight		To state
1.1	**Insulating Oil**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.2	**Primary Bushing(Lines)**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
	Rated current		To state
	Length		To state
	Weight		To state
1.2	**Primary Bushing(Neutral)**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
	Rated current		To state
	Length		To state
	Weight		To state
1.3	**Secondary Bushing(Lines & Neutral)**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state

	Rated current		To state
	Length		To state
	Weight		To state
1.4	**Tertiary Bushing**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
	Rated current		To state
	Length		To state
	Weight		To state
1.5	**Buchholz Relay**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.6	**Automatic On Load Tap Changer**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.7	**Control& Voltage Regulation Panel for Automatic OLTC**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.8	**Pressure Relief Device**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.9	**Core Steel**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
1.10	**Copper**		
	Maker		To state
	Country of Origin		Europe, Japan, Korea, USA, China
	Type		To state
	Cross sectional area(HV,MV,LV)		To state
	Current carrying capacity(HV,MV,LV)		To state
1.11	**Insulation Paper**		
	Maker		To state
	Country of Origin		Japan,Germany,China
	Type		To state
1.12	**Dehydrating Breather**		
	Maker		To state
	Country of Origin		Japan,Germany,China
	Type		Maintance free
	Weight		200

3.The following specification of equipments are for reference, the equivalent equipments are acceptable.

3.1-Technical Specifications For CT/PT Operated Energy Meter.

(1) Maker - Landis

- CEW E

- Itron

-Elster

- EMH

(2) Country of Origin -Switzerland (for Landis)

-Sweden (for CEWE)

- France (for Itron)

- UK(for Elster)

- Germany (for EMH)

(3) For item No.(1) and No.(2) , Other Type and other country of origin in equivalent is acceptable.

(4) Design and construction - Panel mounted type

(5) Circuit System - 3Phase, 3wire (for MEPE Transmission S/S)

- 3Phase, 4wire (for Distribution)

(6) For item No.(5) 3Phase, 3wire Meter is not accepted in distribution side.

(7) Rated Current -1A (for 1A CT)

-5A (For 5 A CT)

(8) Rated Voltage -110Vac (L-L)

-63.5Vac (L-N)

(9) Rated Frequency -50Hz

(10) For item No.(7),(8),(9) the value of Current,voltage and frequency with which the relevant performance of the meter is fixed. If these value are not exactly value or different value, the meter is not accepted.

Examples, 1.5A (for 1A CT operated meter)

5-10A (for 5A CT operated meter)

1-10A (for 1A/5A CT operated meter)

100Vac (L-L)

57.7Vac (L-N)

(11) Maximum Current (I max) -Should be stated

(12) Short-time current -The meter shall be able to carry for 0.5s a

current equal to 20Imax with a relative

tolerance of IEC 62053-22.

(13) Power Consumption - Shall not exceed the value shown in table 1 of

IEC 62053-22

(14) Accuracy Class of Meter -0.5/0.2

(15) For item No.(14) must be satisfy the limits of the permissible percrentage error as

defined in the IEC 62053-22.

(16) Limits of error due to variation of current must be satisfy as defined in the table 4 and

5 of IEC 62053-22.

(17) Limits of error due to variation of voltage and frequency must be satisfy as defined in

Table -6 of IEC 62053-22.

(18) Limits of error due to influence quantities must be satisfy as defined in Table -6 of

IEC 62053-22.

(19) Initial start-up -Shall be functional within 5S after the

reference voltage is applied

(20) No Load condition - Shall not produce more than one pulse

minimum test period shall be as defined in

IEC 62053-22

(21) Starting - Shall start and coutinue to register at 0.001In

(22) Display LCD - Minimum 8 digits with 2 decimals

(xxxxxx.xx)

(23) Communication Interface -RS 485

(24) Protocol - Modbus / DLMS

(25) Case - Shall have a case which can be

sealed.Themechanical strength of case shall

be as defined in IEC 62052-11

(26) Window - Shall be transparent material

(27) Terminal Block - Shall be arranged for bottom connection with

minimum two screw for each conduction. The

clearances and creepage distances of between

terminalsshall be not less than the value

specified in Table 3a of IEC 62052-11.

(28) Terminal cover - Shall have a separate cover which can be

sealed enclose the actual terminal, the

conductor fixing screws .

(29) For item No.(25),(27) and (28) should not be ignited by thermal overload of live

parts.

(30) Degree of protection - Shall conform to the degree of protection IP

51 for Indoor meter and IP 54 for outdoor

meter.

(31) Display of measured value - measured value shall be the following

(a) kilowatt hour (kWh) or megawatt

hour(MWh) in bi-direction.

(b) kilovar hour (kvar) or megavar hour

(Mvarh) in bi-direction .

(c) kilovolt ampere hour (kvAh) or megavolt

ampere hour (MvAh)in bi-direction.

(d) reverse direction indicator.

(e) battery low indicator.

(f) communication indicator

(g) power factor for each phase and average.

(h) phase voltage for each phase

(i) phase current for each phase.

(j) Network frequency.

(k) indicatorflashes when there is failure in the

electonic components, meter malfunction,

any other errors.

(32) For item (31),display of measured value can be programmable in autocyclic and

manualcyclic.

(33) Optical test output - Shall be accessible from the front and

maximum pulse frequency shall not exceed

2.5kHz.

(34) Name plate Data - Shall be included the following information.

(a) manufacturer's name or trade mark.

(b) place of manufacture.

(c) designation of type.

(d) space for approval mark.

(e) the number of phase and wires (may be

replaced by graphical symbols).

(f) the serial number

(g) year of manufacture.

(h) therefrence voltage.

(i) the rated current.

(j) the maximum current.

(k) therefrence frequency .

(l)the meter constant.

(m) the class index of the meter.

(n) the reference temperature.

(o) the reference standard.

(p) the bar code.

(q) certificate of Europe (CE) Mark.

(35) Connection diagrams - Shall be included on the terminal cover.

(36) Maximum temperature range - +70'C

(37) Protection against solar radiation - shall withstand solar radition.

(38) Voltage dips andshort interruption - shall not produce a change in the register of more than X units.

X = 10-6m Un Imax

- The register of the meter shall have a resolution of at least 0.01 units.

(39) Electromagnetic compatibility - shall be designed in such a way that conducted or radiated electromagnetic phenomena and electrostatic discharge neither demage nor substantially influence the result of measurement .

(40) Sample of meter submitted - at least 3 Nos of sample for each type shall be visiual checked and tested after data offered.

(41)Acceptance condition after meter offered- If acceptance test by random selection for provided units to meet the function required is failed,should replace supplied with another new batch for acceptance test.

3-2Technical Specification Of Panel Mounted Three Phase - Three Wire, Static Watt-Hour Meter

1. Model of Type - E 650/ A 1700/ SL 700/ P3V/ LZQJ
2. Maker - Landis+ Gyr/ Elster/ Itron/ CEWE/ EMH
3. Country Of Origin - Switzerland/ UK/ France/ Sweden/ Germany
4. Conformed Standard - IEC 62053-22, IEC 62052-11
5. Rated Input Voltage - 110VAC (L-L)
6. Rated Input Current - 1A (or)- 1 A and 5 A
7. Rated Frequency - 50 HZ
8. Accuracy Class - 0.5S

9. Operating Voltage -110VAC (L-L) (or) Self powered

10. Communication Interface - RS 485 and Ethernet

11. Direction of Energy - Bidirection (±Wh)

12. CT Ratio (or) Rated primary and secondary current of the current transformer And VT ratio (or) Rated primary and Secondary Voltage must be programmed.

13. For above item No.(12), Set by DIP switch cannot be accepted

14. Day light reading Liquid Crystal (or) LED Display

15. Must be products for medium and high voltage system.

3.3:

Appendix-C

Specification of the Three Phase Directional Overcurrent & Earthfault Relay

Maker	Alstom/Siemens/ ABB	
Country of Origin	EU Countries	
Type	MICOM	:P142916B7M0**0J
	Siprotec	:7SJ64515EB923FG7LOR
	Relion	:REF630SBFAABABBBCZAZNBXD

1 AC Rating

1.1	Nominal frequency	50 and 60 Hz (Settable)
1.2	Nominal current(In)	1A and 5A dual rated
1.3	Earth nominal current	1A and 5A dual rated
1.4	Continuous withstand current	4 In and 40 In(2s), 100In(1s)
1.5	Voltage input range (Un)	57 to.130V
1.6	Voltage Measuring range	0 to 260 V

2 Communication Interface

2.1	PC Interface (front RS 232)	
2.1.1	Transmission rate	19200 baud (fixed)
2.1.2	Parity	None
2.1.3	Frame	8 bit
2.1.4	Stop bit	1 bit
2.2	Remote accessories (rear RS 485 port)	
2.2.1	Protocol available Modbus RTU, DNP3 & IEC60870-5-103	
2.3	Optional RS 485 Port Protocol available	Modbus

3 Output Relay

3.1	Contact Relay	Dry contact Ag Ni
3.2	Make current	Max: 30A and Carry for 3s
3.3	Carry capacity	5A continuous
3.4	Braking capacity DC	250V dc, 50W resistive or 25W inductive (L/R = 40 ms)
3.5	Operating time	< 7 ms

4 Logic Inputs

4.1	Type	Optically insulated
4.2	Burden	2.3 mA per input
4.3	Recognition time (DC)	< 5ms

5 Power Supply

5.1 Nominal auxiliary voltage — Universal power supply 24-250V dc/ 24-250V ac

6 Protection Functions

6.1 Phase overcurrent (67/50/51)

6.1.1 Range :	0.1 to 40 In
6.1.2 Setting step :	0.01 Im
6.1.3 Stages :	$I_{>}$, $I_{>>}$, $I_{>>>}$
6.1.4 Directional Mode	
6.1.4.1 RCA:	0 to 359
6.1.4.2 Trip Relay Time:	DT for $tI_{>}$, $tI_{>>}$, $tI_{>>>}$ IDMT: for $I_{>}$, $I_{>>}$, TMS: 0.025 to 1.5(0.001step)
6.1.5 Earthfault Overcurrent	(67 N, 50N, 51N)
6.1.5.1 Range :	0 to 40 Ien
6.1.5.2 Stages :	$I_{e>}$, $I_{e>>}$, $I_{e>>>}$, $I_{e>>>>}$
6.1.5.3 Setting step :	0.01 Ien
6.1.5.4 Directional Mode	
6.1.5.4.1 RCA	0 to 359
6.1.5.4.2 Ue>, Ue>>, Ue>>>	57 to 130V version
6.1.5.4.3 Trip delay time	DT for $t_{e>}$, $tI_{e>>}$, $tI_{e>>>}$ IDMT for $I_{e>}$, $I_{e>>}$, TMS: 0.025 to 1.5 (0.001 step)
6.1.6 Watt metric / Iecos earth fault (32 N)	
6.1.6.1 Range	0.1 to 40 Ien, 57 to 130 V
6.1.6.2 Stages	$P_{e>}$, $P_{e>>}$, $I_{e\ cos>}$, $I_{e\ cos>>}$

6.1.7 Negative sequence (46)

6.1.8 Thermal overload element (49)

6.1.9 Three phase undercurrent (37)

6.1.10 Phase/Line under voltage (27)

6.1.11 Phase/Line over voltage (59)

6.1.12 Residual over voltage (59N)

6.1.13 Auto reclose (79)

6.1.14 Under/Over frequency (81U/0)

6.1.15 Directional power (32)

7 Automation and Accessory Functions
- 7.1 Trip command
- 7.2 Latch functions
- 7.3 Latch output relays (relay 1 to 8)
- 7.4 Circuit breaker failure detection(50 BF)
- 7.5 Blocking logic
- 7.6 Selective scheme logic
- 7.7 Broken conductor (46 BC)
- 7.8 Cold load pick up
- 7.9 Inrush blocking
- 7.10 Voltage controlled overcurrent (51 V)
- 7.11 Voltage transformer supervision (VTS)
- 7.12 CB supervision and control
- 7.13 CB open/close supervision time
- 7.14 CB open time and close time control
- 7.15 Auxiliary timers
- 7.16 Switch on to Fault/Trip on reclose
- 7.17 Disturbance recording
- 7.18 Time peak value
- 7.19 Rolling demand

8 Configuration Parameters
- 8.1 VT connection
- 8.2 Display

9 Transformer Ratio
- 9.1 Phase CTs & Earth CTs
  - 9.1.1 Primary 0 to 9999 A
  - 9.1.2 Secondary 1A or 5A
- 9.2 Phase voltage VTs & Residual voltage VTs
  - 9.2.1 Primary nominal (phase to phase) 0.10 to 1000kV
  - 9.2.2 Secondary (phase to phase) 57 to 130V

10 Other Configuration
- 10.1 Phase rotation
- 10.2 Group select
- 10.3 Alarms
- 10.4 Digital inputs configuration

11 Measurement

11.1 IA, IB, IC
11.2 UA, UB, UC
11.3 UAB, UBC, UCA
11.4 Ie
11.5 Ue
11.6 Pe power
11.7 Angle Ie^Ue
11.8 Active power
11.9 Reactive power
11.10 Power factor
11.11 Active energy power
11.12 Reactive energy power

12 Communication

12.1 IEC 60870-5103	
12.2 Baud rate	300, 600, 1200, 2400, 4800, 9600, 19200, 38400 bd
12.3 Relay address	1 to 255

13 Ordering Information

13.1 P142914B7M0**0J

P 142	Overcurrent Protection
9	110-250Vdc (110~240 Vac)
1	In=1/5A, Vn=100-120 Vac
6	Ethernet 100Mbit/s
B	12 logic inputs & 11 output
7	IEC 61850 over Ethernet with CS 103 rear port RS 485 protocol
M	Flush Panel Mounting
0	English, French, Germany, Spanish
**	Software Issue
0	Customisation Default
J	Grey/Grey case, dual characteristic opto inputs, IEC 61850, Inter MICOM

13.2 7SJ 64515 EB923 FG7 LOR

7SJ64	Multifunction Protection Relay with Synchronization
5	Housing 1/1 19", 33 BI, 11 BO, 8 (4) power Relay, 1 live-status contact, graphic display
1/5	Iph-1A, Ie-1A (min-0.05A) Position 15 only With A, C, E, G/Iph-5A, Ie-5A(min-0.25A) Position 15 only with A, C, E, G
5	110 to 250 Vdc, 115 to 230 Vac, threshold Binary input 88 Vdc
E	Flush-mounting housing, screw-type terminals (direct connection/ ring-type cable lugs)
B	Region world, 50/60 Hz, IEC/ANSI, Language; English (GB) (Language selectable)
9	IEC 61850, 100 Mbit Ethernet, electrical, Double, RJ45 connector
1	DIGSI 4/ modem/ RTD-box, electrical RS485
3	Slave pointer, mean values, min/max, fault Recording
FG	Dir V, P, F, 67/67N Direction determination for Overcurrent, phases and earth 27/59-Under-/ Overvoltage 810/U-Under-/overfrequency 27/47/59(N)-Flexible protection (index Quantities derived form current and voltage) 32/55/81 (R)-Voltage, Power, pf, rate- of-Frequency-change protection
7	25, 79, 21 FL with synchronization, auto-Reclosure, fault locator
LOR	IEC 61850, 100 Mbit Ethernet, elecrical, double, RJ45 connector

13.3 REF630SBFAABABBBCZAZNBXD

REF630	ABB Feeder protection and control
S	630 series, 4U half 19" housing
B	IEC standard
F	Feeder protection and control
AABAB	23 BI + 18 BO
B	Serial plastic fiber (Snap-in connector)
B	Ethernet 100 Base-TX (RJ-45 connector)
C	IEC 61850 and IC 60870-103 protocols
Z	Language package
A	Intergrated LHMI[1)]
Z	All options
N	Non
B	Power supply 110-250 Vdc, 100-240Vac
X	Undefined
D	Version 1.3

EU Countries -Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark.

3.4:

Appendix-D

Technical Specifications of Distance Relay

Maker	Alstom/ Siemens/ ABB	
Country of Origin	EU Countries	
Type	MICOM	:P442916E7M0**0*
	Siprotec	:7SA61315MB997PR5M2DLOR
	Relion	:REL670 XX A31 X00 A02 E02 F01 H07 X0 AABAA7X0XXAD

1	Power Supply	
	1.1 Nominal auxiliary Voltage	110-250 V DC
	1.2 Operating range	$\pm$ 20 %
	1.3 Frequency	50 Hz
2	Current Inputs	1 A or 5 A by connection
3	Voltage Inputs	
4	Logic Input	100/120 Vph-ph
	4.1 Number of input	16 inputs
	4.2 Burden	5 mA per input
5	Logic - Output relay contact	
	5.1 Number of contact	22 output contact
	5.2 Make current	30A and carry for 3 sec
	5.3 Carry capacity	10 A continuous
	5.4 Operating time	< 7 ms
6	Distance Protection	
	6.1 Length of line	(0.3-1000km)/(0.2-625mile)
	6.2 Positive sequence impedance	0.001 - 500 Ω for 1A 0.002 - 199.8 Ω for 5A
	6.3 Positive reaches for Ph-E fault	0.00- 400 Ω for 1A 0 - 80 Ω for 5A
	6.4 Residual compensation angle	(-180° to 180°)
	6.5 Residual compensation factor	0-7
	6.6 Time of all zone	0-10 Sec
	6.7 Power saving detection boundaries	
	6.7.1 ΔR, ΔX0	0 - 400 Ω for 1A 0 - 80 Ω for 5A

7	Distance protection scheme	Basic scheme function
		Channel-aided distance function
8	Other protection and control function	Back-up overcurrent
		Negative sequence overcurrent
		Broken conductor
		Earth fault overcurrent
		Channel aided directional E/F
		Under voltage/Over voltage
		VT/CT supervision
		Under current element
		Breaker fail timers
		Auto - Reclose
9	Measurement	Disturbanee recorder
		Fault locator
10	CT and PT ratio setting	
	10.1 Current Transformer	
	10.1.1 Primary range	1-30000 A
	10.1.2 Secondary range	1 or 5 A
	10.2 Voltage Transformer	
	10.2.1 Primary range	100 V - 1000 kV
	10.2.2 Secondary range	80 V - 140 V
11	Communication	
	11.1 Protol	Courier
	11.2 Massage format	IEC 60870 FT 1.2
	11.3 Buad rate	19200 bits/s or 9600 bits/s
	11.4 Physical link	RS 485 or fiber optic
	11.5 Remote address	0-255
	11.6 Modus address	1-247
	11.7 Inactivity timer	1-30 minutes
	11.8 Parity	'Odd', 'Even' or 'None'
	11.9 Measurement period	1 - 60 minutes

12 Ordering Information

12.1 P442912E7MO0***

P442	Distance Protection
9	110-250 Vdc (100-240 Vac)
1	Dual rated CT (1&5A: 100-200)
6	Single Ethernal (100 Mbit/s)
E	16 logic inputs & 21 Relay outputs (6FastTrip)with checking synchronizing
7	IEC 61850 + IEC 60870-5-103 via rear RS 485 port
M	Flush/panel mounting
0	English, French, Germany, Spanish
**	Software version (date and application Dependant)
0	Standard Version
*	Hardware version (model and hardware Version dependant)

12.2 7SA61315MB997PR5M2DLOR

7SA61	Siemens Distance Protection 7SA61
3	Housing width 2/3 19", 14 LEDs
1/5	Iph=1A[1)], Ie=1A(min=0.05 A)/Ip=5A, Ie=5A(min=0.25A)
5	110 to 250 Vdc[2)], 115 Vac, binary input Threshold 73V[3)]
M	High-speed trip output
B	Region world, language: English (GB): Selectable
9	System interfac, IEC 618504; 100 Mbit Ethernet,electrical, duplicate, RJ45 plug Connectors
9	Port C and Port D installed
7	1/3-pole
P	Quadrilateral (Z<), V</I>/□
R	Over/undervoltage protectionV>, V< (ANSI 27, 59) Over/underfrequency Protection (ANSI 81)
5	Meadured values extended Min, Max, Mear

	M	Default
	2	DIGSI/modem, electrical RS485
	D	Protection data interface: optical 1300mm, two FC connectors, FO cablelength up to 35km for direct connection viamono-mode FO cable
	LOR	System interface, IEC 61850, 100 M bit Ethernet, electrical, duplicate, RJ 45 Plug connectors
12.3	REL670 XX A31 X00 A02 E02 F01 H07 X0 AABAA7X0XXAD	
	REL670	ABB Line Distance Protection Relay
	XX	Software Version latest
	A31	Single breaker, 3 phase tripping
	X00	ABB Standard Configurations
	A02	High Impedance differential protection
	E02	Frequency protection
	F01	General current and voltage protection
	H07	Apparatus control 8 objects
	X0	No second HM1 language
	A	½ x 19" case
	A	19" rack mounting kit for ½ x 19" case Or 2 x RHGS6 or RHGS12
	B	90 – 250 Vdc
	A	Small size – text only
	A6/A7	First TRM, 6I + 6U 1A/5A, 100/220 V
	X0	No second TRM included
	X	No board in this slot
	X	No remote communication board include
	A	Serial SPA/IEC 60870-5-103 and LON Communication module (plastic)
	D	Optical Ethernet module, 1 channel glass

EU Countries -Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark.

3.5:

Appendix - E

Technical Specification of Three Windings Transformer Differential Relay

Maker	Alstom/Siemens/ ABB	
Country of Origin	EU Countries	
Type	MICOM	:P633849912403064096XX591(462/461) 946954800
	Siprotec	:7UT61316EB924AC3M2FLOR
	Relion	:RET650 1.3 A05 X00 X00 B1 X0 DHRA ERA1 AA XX F

1 Rating
- 1.1 AC measuring inputs
  - 1.1.1 Nominal frequency — 50 and 60 Hz (Settable)
  - 1.1.2 Phase rotation — ABC or ACB
- 1.2 AC current
  - 1.2.1 Nominal current(In) — 1A and 5A dual rated
- 1.3 AC voltage
  - 1.3.1 Nominal voltage(Vn) — 100 to 120 V

2 Supply Voltage
- 2.1 Auxiliary voltage (Vx) — 110 to 250V DC and 100 to 240V AC(rms)
- 2.2 Battery backup — 1/2AA, 3.6V
- 2.3 Field voltage output regulated — 48V DC
- 2.4 Digital ("opto") inputs
  - 2.4.1 Rated nominal voltage — 24 to 250V DC

3 Output Contacts
- 3.1 Standard contacts — 300V, 10A
- 3.2 High break contacts — 300V, 10A DC
- 3.3 Watchdog contacts
- 3.4 IRIG-B 12 X interface(modulated)
- 3.5 IRIG-B 00 X interface(un-modulated)

4 Protection Functions
- 4.1 Transformer differential protection
- 4.2 Circuitry fault alarm
- 4.3 Restricted earth fault
- 4.4 Through fault monitoring

5 **System Back-up**

5.1 Transient overreach and overshoot
5.2 Inverse time characteristic
5.3 4-stage negative phase sequence overcurrent
5.4 Thermal overload
5.5 4-stage non-directional earth fault
5.6 2-stage neutral displacement or residual overvoltage
5.7 Volts/Hz
5.8 2-stage undervoltage
5.9 2-stage overvoltage
5.10 4-stage underfrequency
5.11 2-stage overfrequency
5.12 CB fail
5.13 Pole dead

6 **Supervisory Functions**

6.1 Voltage transformer supervision
6.2 Differential CTS
6.3 Programmable scheme logic
6.4 Measurements and recording facilities
6.4.1 Measurements
6.4.2 IRIG-B and real-time clock
6.4.3 Current loop inputs and outputs
6.4.4 Disturbance records
6.4.5 Event, fault and maintenance records

7 **IEC 61850 Ethernet Data**

7.1 100 Base FX interface
7.1.1 Transmitter optical characteristics
7.1.2 Receiver optical characteristics

8 **Settings, Measurements and Records List**

8.1 Settings List
8.1.1 System data
8.1.2 Date and time
8.1.3 Configuration
8.1.4 CT and VT ratios
8.1.5 Sequence of event recorder

8.1.6 Disturbance recorder
8.1.7 Measured operating data
8.1.8 Communications
8.1.9 Optional Ethernet port
8.1.10 Optional additional second rear communication
8.1.11 Opto coupled binary inputs
8.1.12 Control inputs into PSL
8.1.13 Function keys
8.1.14 IED configurator
8.1.15 IEC 61850 GOOSE
8.1.16 Control input user labels
8.1.17 Settings in multiple groups

9 Ordering Information

9.1 P633849912403064096XX591(462/461)946954800

P633	Three winding Transformer Differential Protection
8	Basic device 84TE, ring terminal connection
4	Flush mounted, local control panel with text display
9	Inom=1A/5A(T11 T14/T21…T24)[2)]
9	Inom-1A/5A(T31…T34)[2)]
1	Vnom=50…130V (1 Pole)
2	With 2 binary modules (add 12 binary inputs and 16 output relay)
4	VA, nom=48…250 Vdc/100…230 Vac
0	default
306	default
409	Basic device 84TE, ring terminal connection
6XX	default
591	version 1
462/461	>155V (60 …70% of VA, nom=220… 250 V)/> 90V (60 … 70 % of VA, nom= 125 … 150 V)
94	Protocol: IEC 61850
6	For connection to 100 M bits Ethernet, glass fiber SC and Wire RJ 45 and 2nd rear interface (RS 485, IEC 60870-5-103)
95	Default
4	For connection to glass fiber, ST connector
800	P x 40 English (English)

9.2 7UT61316EB924AC3M2FLOR

7UT613	Differential Protection Relay
1/5	I_N= 1A/ 5A
6	110 to 250 V dc[1], 115/230 Vac, binary input thershold 145V[2]
E	Flush mounting housing wih screw type terminal
B	Region world 50/60 Hz, IEC/ANSI, language English (GB); selectable
9	IEC 61850, 100 M bits Ethernet, electrical, double, RJ45 Connector(EN 100)
2	Port C, DIGSI 4/modem/thermo-box, electrical RS485, Port D, empty
4	Extended values, min/max, mean value, transformer monitoring functions (connection to thermo-box/hot sport, overload factor)
A	Differential protection + basic function Differential protection for Transformer, generator, motor, Busbar(87), Overload protection according to IEC for one Side(49), Lock out(86), Overcurrent-time protection phase (50/51), Overcurrent-time protection 3Ie(50N/51N), Over current-time protection earth(50G/51G)
C	With overexcitation protection and voltage/power/energy measurement Over/Undervoltage protection(59/27), Frequency protection (81), Directional power protection (32R/F), Fuse failure Monitor(60FL)
3	Multiple + flexible protection functions
M	Default
2	DIGSI 4/modem/thermo-box, electrical RS 485
F	Thermo-box, electrical RS 485
LOR	IEC 61850, 100 Mbit Ethernet, electrical, double, RJ45 Connector (EN 100)

9.3 RET6501.3 A05 X00 X00B1X0DHRAERA1AAXXF

RET650	ABB Transformer Protection Relay
1.3	Software Version number
A05	Single breaker, 3 winding
X00	ABB standard configurations
X00	Software options (No option)
B1	Language English IEC
X0	No second HMI language
D	Rack casing, 3U 1/1 x 19"
H	Rack mounting kit for 3U 1/1 x19"
R	Ringlug terminals
A	100-240 Vac, 110-250Vdc, 9BO, PSM03
E	Local human machine interface LHMI 01, OL 8000, IEC 3U 1/1 x 19", Basic
R	Ringlug terminals
A1	Analog system Transformer module TRM 01, 6I + 4U, 1/5 A, 100/220 V
AA	Binary input/output module BIO 01, 9BI, 3NO Trip, 5NO Signal, 1CO Signal
XX	No board in slot
F	12BI, IRIG-B, RS485, Ethernet, LC optical, ST serial

EU Countries -Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 11

MEPE Security

NOTE: The following form only for reference, it can be modified from time to time according to the Ministry of Finance or actual conditions.

APPLICATION FOR DOCUMENTARY CREDIT

TO. MYANMA FOREIGN TRADE BANK,
YANGON.

Stamp Here

Applicant's name and address	Date of Expiry Place
☐ Issued by airmail ☐ Issued by SWIFT	Beneficiary's name and address
Advise through (If any)	Amount (in figures and words)
Partial Shipment ☐ Allowed ☐ Prohibited / Transshipment ☐ Allowed ☐ Prohibited	
Shipment From/ at Not later than For transportation to	Credit available against presentation of the documents detailed hereafter and of the beneficiary's drafts at sight/usance (---- days after B/L date/sight) for the full invoice value on you/your correspondents at your option.
Shipment of (goods in brief description without excessive detail)	☐ FOB ☐ C & F ☐ CIF (Place) .... Other terms

Document to be presented by the beneficiary

☐ Commercial Invoice in .... Copies and goods specified on the invoice are in strict conformity with the goods mentioned in Proforma Invoice/Contract
Firm Order/ Purchase Order Number .... Dated ....
Indicating Import License Number .... Dated ....

☐ Complete set of clean "Shipped on Board" Ocean Bills of Lading, made out "to order" and blank endorsed, marked notify: (a) Applicant (b) Myanma Foreign Trade Bank, Yangon and also clause FREIGHT COLLECT/ PAID.
(If any) ....

(OR)

☐ Air waybills consigned to Myanma Foreign Trade Bank. ....
Marked Freight prepaid / collect notify applicant (unless otherwise specified) ....
....

☐ Marine/ Air and war risk insurance policies/ certificate with claims payable in Yangon for the CIF value plus 10% covering WPA, including SRCC theft, pilferage non delivery warehouse to warehouse and additional risks against rain or fresh water damage, damage by other cargo, irrespective of percentage war clauses and all risks.
(If any) ....
....

(OR)

☐ Beneficiary's Certificate that particulars of Shipment including Shipment date, name of carrying vessel, quantity and value of the goods shipped have been airmailed to Myanma Insurance, Yangon, and also to Accounted (Opener) Within TEN days of shipment, quoting Cover Note/ Certificate No. CN/ .... of the Myanma Insurance, Yangon and this Credit Number

☐ Certificate of Origin in .... copies.

☐ Packing List in .... copies.

☐ Other Documents - ....
....
....
....
....
....

Additional Conditions - ....
....
....
....
....
....

Charges : All banking charges outside Myanmar are for the account of Beneficiary.

☐ We here by authorize you to Debit Our Account Number .... with .... For the proceeds of the bills negotiated under this credit together will all your charges under advice to us

☐ FE Permit No. ....

Authorized Signature ....
....
....
....

Bank use only

Credit No. .... Received Date ....

Advising Bank ....

Reimbursing Bank ....

CONDITIONS

1. To accept and/ or pay at maturity all drafts drawn in accordance with the terms of this Credit;
2. To comply with relevant Exchange Control and / or government regulations made from time to time;
3. To provide the Bank, not later than the date of maturity of such drafts, with the funds to meet them, together with interest, commission charges, disbursement and expenses, at the rate specified by the Bank, and also undertake to meet all exchange risks and losses in relation to any such drafts;
4. To provide insurance cover for all risks necessary for the full protection of the goods shipped under this Credit;
5. To provide direct responsibility for the proper fulfillment of the relative contract between ourselves and the shipper (exporter);
6. To agree to your Bank or Correspondent having a pledge upon all goods, Bills of Lading, Warrants, Delivery orders, Trust of Bailee Receipts and all other documents of Title in connection with any transaction under this Documentary Credit.
7. To agree that in accepting this application, the Bank's liability is strictly limited to the issue of a letter, of credit that comply with the documentary requirement and the description of the goods as mentioned herein;
8. To accept that for the purposes of this Credit the date of the bill of lading shall be deemed to be conclusive of the date of shipment and that the absence in the bill of lading of any positive evidence of transshipment shall be conclusive that transshipment has not taken place;
9. To subscribe to the fact that if any act in relation to this Credit is done by or through a bank that has adopted the Uniform Customs and Practice for Documentary Credit, the Bank shall for itself, its agents and correspondents be entitled construe this contract as if it had originally been made subject to the terms of the said Uniform Customs and Practice;
10. To hold the Bank and therefore their correspondents and agents, free of any responsibility for mistake, error or delay which may result in and from the transmission if its instructions by the postal, cable and telegraph authorities, or from any ambiguity in his/ their instructions.

We understand and accept above conditions.

Authorized Signature ....
....
....
....

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 12

Form of Construction Security

NOTE: The following form only for reference, it can be modified and will submit to MEPE for approval after sign of PPA by the Seller.

FORM OF CONSTRUTION SECURITY

(Sample Construction Security)

MYANMA FOREIGN TRADE BANK

80/86 MAHABANDOOLA GARDEN STREET,

YANGON, MYANMAR

LETTER OF GUARANTEE

Our Ref: No. [ ]

Dated: [ ]

To – THE MANAGING DIRECTOR

MYANMA ELECTRIC POWER ENTERPRISE

NAY PYI TAW, THE REPUBLIC OF THE UNION OF MYANMAR

Dear Sir(s),

We advise having received an authenticated SWIFT message (MOR) dated [ ] from [NAME OF BANK].

The full text of the above swift message is attached herewith for your information. This message is passed on to you without any responsibility or engagement whatsoever on our past.

This guarantee must be returned to us for cancellation as soon it expires.

Yours faithfully,

FOR MYANMA FOREIGN TRADE BANK

MANAGER ASSISTANT MANAGER

FINANCING & GUARANTEE DEPT GUARANTEE DEPT

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 13

Metering, SCADA and Communication Systems

Table of Content

1 REVENUE METERING

Two meters shall be installed as primary and backup and all energy meter have bi-directional facilities .The reading from primary meter shall be delivery energy for the Seller. Metering points shall be located at the connection points.

Specification of the Revenue meter must be Conformed Standard IEC62053.

2 SCADA

MEPE plans to establish a modern SCADA system to effectively support Myanmar's grid daily operation and control.

Within the frame of this project MEPE's existing PLC based data transmission network will be upgraded short-term. Mid-term, a backbone based on optical-fiber communication links will be established. New transmission lines will be equipped with OPGW and existing lines will be upgraded.

Currently MEPE plans to renew the power and energy meters. The new equipment shall be suitable for integration into the SCADA system and data originating from this equipment shall be transmitted from the substations to the central control center in the short-term. Some of the existing protection relays are already equipped for data transmission and it will be analyzed to what extend the data from this devices can be transmitted to the control center in the short term.

Each substation will be equipped with operator workstations displaying the single line diagram of the substation together with the electrical values from the power and electricity meters. The operator shall update the switch positions manually. A substation RTU will link the substation automation system to the control center.

Mid-term all new substations will be equipped with a substation automation system based on IEC and/or international standards. The existing substations will be upgraded accordingly. Based on the development of the data transmission network, the local substation automation system will be linked to the control center.

Short term the national control center shall be established in Nay Pyi Taw. Based on the data transmittable to the national control center the following tasks could be supported:

- Supervision of current network topology
- Supervision of transformer and line loads
- Generation planning (gas turbines)

- Frequency supervision and issuing of load shedding plans
- Support for the identification of faulty equipment and fault location on lines based on data collected from protection relays

Mid-term the system shall be expanded in order to accomplish SCADA-EMS functions and two regional control centers shall be added: one in the Yangon region and one in the Mandalay region.

The SCADA system shall comply with MEPE System SCADA network for proper synchronization.

3 COMMUNICATION SYSTEMS

The communication system between the Seller and MEPE System shall be fiber optic communication using digital synchronous equipment. This equipment should be STM-1 or small add and drop multiplexer because the distance between the new generator and the old one is not so long. However, before the completion of MEPE's backbone fiber optic network, the measurement data from the plant should be transferable via GPRS network.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)
And
U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 14

Tests

SCHEDULE 14

TESTS

[Note to Seller: The current form of this schedule assumes that tests will be conducted on an individual Generating Unit basis. If the Seller proposes to have two or more Generating Units coming online within 90 days (as contemplated in Section 3.7 of the Agreement), the schedule can be amended to make provision for combined testing of multiple Generating Units and/or the whole Facility.]

1. Guidelines

The following testing procedures shall be used for the demonstration of the Tested Net Capacity and Contracted Operating Characteristics of each Generating Unit in accordance with the Agreement. Additionally, a Net Heat Rate Test will also be performed.

1.1 Testing will be initiated only after receipt of the MEPE Energizing Certificate from MEPE to the Seller pursuant to Clause 3.7 of the Agreement. The Seller shall determine the order in which tests are performed with the understanding that the order will be such as to optimize operating hours and schedule. Such tests may be run concurrently or independently. The Seller's test schedule shall be submitted to MEPE and the MEPE Engineer at least thirty (30) days before the start of such tests.

1.2 During any test, the relevant Generating Unit shall be operated at normal operating condition within the requirements of Schedule 7, including but not limited to those parameters specified in [Paragraph 5] of Schedule 1, [Note to Seller: To be confirmed following final approval of Schedule 1.] in accordance with Prudent Practices and Schedule 20, and in compliance with all applicable Laws including emission requirements and environmental regulations.

1.3 The Tested Net Capacity, the Net Heat Rate and Dependable Contracted Capacity shall be based on the following Reference Conditions around the vicinity of the relevant Generating Unit except otherwise specified herein (the "Reference Conditions"):

Ambient air temperature (dry bulb) 27.5°C

Relative humidity 77%

Ambient site barometric pressure 1012.9 mbar

River water temperature null

LHV of natural gas 849 BTU/scf

Frequency 50 Hz

System voltage level 66 kV

The ambient conditions existing during each test shall be recorded and used to adjust the results to the Reference Conditions. Such adjustment shall be made in accordance with performance correction factors for deviations from the Reference Conditions to cover the entire range of variation of such conditions as applicable to the Generating Unit.

1.4 MEPE representatives shall have access to the Site during the tests and shall with reasonable prior notice be allowed to review all records and data.

1.5 Net power output shall be measured using the Metering Equipment as specified in Schedule 13 installed at the Metering Point. Fuel flow shall be measured using metering equipment provided for the purposes of the Gas Sales Agreement. Otherwise, the Seller may, subject to MEPE's approval (not to be unreasonably withheld or delayed), use for test purposes either station instrumentation and meters or special meters and instrumentation. The Seller for all instrumentation utilized for the tests shall provide acceptable evidence of calibration.

1.6. No less than ninety (90) days prior to the scheduled start of the Commercial Operations Tests with respect to each Generating Unit, the Seller shall submit, for MEPE's approval, which shall not be unreasonably withheld detailed protocol for such tests. If MEPE does not comment within seven (7) days of receipt of such procedures, then such procedures shall be deemed to be approved. The Seller and MEPE shall agree on the detailed protocol for such tests within thirty (30) days before the start of the relevant Commercial Operations Test. The test protocol will detail operating procedures, measurements and instrumentation to be used for each test, methods of calculating results, and basis for any corrections or applied adjustments.

1.7 Within seven (7) days of completion of the tests, the Seller shall issue a preliminary test report and result for MEPE's review and comment. The report shall include all test data, calculation of results, and comparison with predicted performance. MEPE shall report the results of its review within seven (7) days of receipt of the preliminary test report and result. The final report shall be issued within thirty (30) days of receipt of comments from MEPE.

1.8 In the event of an MEPE or other externally caused trip or shutdown of the relevant Generating Unit, the tests shall be suspended until the disturbance has been resolved. The Seller shall document the cause of such suspension.

1.9 Upon MEPE's receipt of the Seller's first Availability Notice, such Availability Notice to be issued no sooner than the completion of the tests for Contracted Operating Characteristics (as set out in paragraph 2.3 below), the Generating Unit will be deemed to be: (i) capable of generating electricity into the System; and (ii) ready to be dispatched. For the avoidance of doubt, the tests for Contracted Operating Characteristics, Net Heat Rate, Reliability test, and Emission test shall be completed in response to appropriate dispatch instructions.

1.10 Following the test result of Operating Characteristics as adjusted or revised under this Agreement, the Seller can declare the Availability and Operating Characteristics in accordance with Clause 6.3(a) of the Agreement, providing that the declaration shall be limited by the provisions in Schedule 1.

2. Commercial Operations Tests

2.1 Net Capacity Test

A Net Capacity Test shall be conducted on each Generating Unit to determine the Dependable Contracted Capacity measured in MW at the Metering Point. The Net Capacity Tests shall be conducted under normal auxiliary power loading conditions.

The Dependable Contracted Capacity shall be reduced to reflect the shortfall in auxiliary power loading between the maximum auxiliary power loading and the auxiliary power loading conditions at the time of such Net Capacity Tests.

The Seller may be permitted to use the installed instrumentation provided that MEPE is satisfied that the instrumentation is of sufficient accuracy. If required by MEPE, the Seller shall obtain a calibration certificate for the instrumentation or provide additional test metering.

Unless otherwise agreed, Net Capacity Tests shall be performed in accordance with the test codes listed below:

Power Test Code ("PTC") 4.1 Steam generators

PTC 6.1 Steam turbines with condenser flow measurement

PTC 19 Measurement of uncertainty in instruments and Calculation of uncertainties

PTC 22 or ISO 2314 Test for accepting gas turbines

PTC 46 Facility global acceptance tests

Recorded data obtained during the Net Capacity Tests shall be subject only to correction of accuracy of instrumentation in accordance with PTC 19.

Test results will be corrected for ambient conditions, power factor, and for any auxiliary load normally required for operation, but not operated during the test. The test results will be used by MEPE to verify the Dependable Contracted Capacity of each Generating Unit.

2.2 Net Heat Rate Test

The Net Heat Rate Test will be conducted, concurrently with the Net Capacity Test, to determine the Generating Unit's efficiency based on input/output measurements corrected to reference conditions. The test shall be conducted in accordance with the most recent

issues of appropriate Power Test Codes of ANSI/ASME. The test load or loads shall be stipulated.

2.3 Tests of Contracted Operating Characteristics (COCs)

The tests of COCs will be conducted: (i) to demonstrate the Generating Unit's capability to start and operate reliably in response to Instructions; and (ii) to verify the Contracted Operating Characteristics per Paragraphs [   ] of Schedule 1. [Note to Seller: To be confirmed following final approval of Schedule 1.] The test will include but not limited to the measurements of:

- Active Power Capability (See also Net Capacity Test)
- Minimum Generation
- Reactive Power Capability
- Loading Rate
- Deloading Rate Response Rates
- Response Rates
- Start-Up and Shut down Time (Hot, Warm, Cold)

Primary and Secondary Response tests shall be conducted to confirm such parameters in accordance with applicable Schedule 7 requirements.

Unless otherwise agreed by both parties, no tests shall be allowed after the completion of the Reliability Test.

2.4 Reliability Test

To demonstrate each Generating Unit's ability to operate in accordance with MEPE's Instructions, which shall comply with the requirements of the Agreement, a Reliability Test will be conducted for a period agreed by the parties but which shall be no shorter than seven (7) consecutive days.

In the event of loss or reduction of generating capacity ("Interruption") during the Reliability Test, part or all of the Reliability Test shall be repeated in accordance with the following schedule:

Day of Reliability Test on which Interruption occurs	Maximum number of permitted Interruptions	Maximum permitted period of aggregate Interruption and re-start requirement
Day 0-2	2	8 hours. Re-start on Day 0
Day 3-5	1	4 hours. Re-start on Day 3
Day 6-7	0	0 hours. Re-start on Day 3

The Reliability Test must be re-started if either the maximum aggregate period of Interruption is exceeded or the maximum number of permitted interruptions is exceeded. Where the Interruption does not require the whole or part of the Reliability Test to be re-run, the length of the Reliability Test shall be extended by the period of any Interruption.

2.5 Emission Tests

The emission tests will be conducted to demonstrate that each Generating Unit's emission rates are in compliance with the applicable environmental permits and are consistent with the Agreement and Schedule 8. The emission tests may be conducted independently or in conjunction with any of the tests listed above. The emission test shall include the following measurements (at Dependable Contracted Capacity, Minimum Generation and one intermediate load):

- NOX
- SOX
- CO
- Noise Level at 1 meter distance from the noise sources

Noise tests shall be performed to demonstrate full compliance with Schedule 8. MEPE may call for any additional noise tests to demonstrate compliance with Schedule 8.

3. Periodic Tests

3.1 Net Capacity Test

The Net Capacity Test will be conducted: (a) annually (pursuant to Clause 3.12(e) of the Agreement) in accordance with Paragraph 2.1 of this Schedule 14 to verify the Dependable Contracted Capacity; and (b) promptly after each time a Generating Unit is returned to service after a withdrawal for a major overhaul, modification or renovation, in each case to establish the Tested Net Capacity.

3.2 Response Tests

Simulated response tests shall be conducted periodically in accordance with Prudent Practices to verify the Generating Unit's functional performance and to mutually agree on governor setting to best meet MEPE's and the Seller's requirements.

4 Contracted Capacity (CC) for each One Thousand Hours

The Contracted Capacity of the Facility for each One Thousand Hours is specified in the table below.

Contracted Output for Thaketa 6F.03 (combined cycle)

Unit: MW

Hours	Event	MWdeg%	Output
0		0.000%	106.00
1000		1.308%	104.61
2000		1.545%	104.36
3000		1.705%	104.19
4000		1.829%	104.06
5000		1.933%	103.95
6000		2.022%	103.86
7000		2.101%	103.77
8000		2.172%	103.70
9000		2.237%	103.63
10000		2.298%	103.56
11000		2.353%	103.51
12000		2.406%	103.45
13000		2.455%	103.40
14000		2.501%	103.35
15000		2.546%	103.30
16000		2.588%	103.26
17000		2.628%	103.21
18000		2.667%	103.17
19000		2.704%	103.13
20000		2.739%	103.10
21000		2.774%	103.06
22000		2.807%	103.02
23000		2.839%	102.99
24000	HGP	2.870%	102.96
24001		2.870%	102.96

Hours	Event	MWdeg%	Output
24001		2.870%	102.96
25000		2.901%	102.92
26000		2.930%	102.89
27000		2.959%	102.86
28000		2.986%	102.83
29000		3.014%	102.81
30000		3.040%	102.78
31000		3.066%	102.75
32000		3.091%	102.72
33000		3.116%	102.70
34000		3.140%	102.67
35000		3.164%	102.65
36000		3.187%	102.62
37000		3.210%	102.60
38000		3.232%	102.57
39000		3.254%	102.55
40000		3.275%	102.53
41000		3.296%	102.51
42000		3.317%	102.48
43000		3.337%	102.46
44000		3.357%	102.44
45000		3.377%	102.42
46000		3.397%	102.40
47000		3.416%	102.38
48000	MI	3.434%	102.36
48001		1.717%	104.18

Hours	Event	MWdeg%	Output
48001		1.717%	104.18
49000		2.231%	103.64
50000		2.362%	103.50
51000		2.455%	103.40
52000		2.530%	103.32
53000		2.594%	103.25
54000		2.651%	103.19
55000		2.702%	103.14
56000		2.749%	103.09
57000		2.792%	103.04
58000		2.833%	103.00
59000		2.871%	102.96
60000		2.907%	102.92
61000		2.942%	102.88
62000		2.975%	102.85
63000		3.007%	102.81
64000		3.037%	102.78
65000		3.066%	102.75
66000		3.095%	102.72
67000		3.122%	102.69
68000		3.149%	102.66
69000		3.174%	102.64
70000		3.200%	102.61
71000		3.224%	102.58
72000	HGP	3.248%	102.56
72001		3.248%	102.56

Hours	Event	MWdeg%	Output
72001		3.248%	102.56
73000		3.271%	102.53
74000		3.294%	102.51
75000		3.316%	102.49
76000		3.338%	102.46
77000		3.359%	102.44
78000		3.380%	102.42
79000		3.400%	102.40
80000		3.420%	102.37
81000		3.440%	102.35
82000		3.460%	102.33
83000		3.479%	102.31
84000		3.497%	102.29
85000		3.516%	102.27
86000		3.534%	102.25
87000		3.552%	102.23
88000		3.569%	102.22
89000		3.586%	102.20
90000		3.603%	102.18
91000		3.620%	102.16
92000		3.637%	102.14
93000		3.653%	102.13
94000		3.669%	102.11
95000		3.685%	102.09
96000	MI	3.701%	102.08
96001		1.850%	104.04

Hours	Event	MWdeg%	Output
96100		2.101%	103.77
97000		2.371%	103.49
98000		2.503%	103.35
99000		2.595%	103.25
100000		2.669%	103.17
101000		2.733%	103.10
102000		2.788%	103.04
103000		2.838%	102.99
104000		2.884%	102.94
105000		2.926%	102.90
106000		2.966%	102.86
107000		3.003%	102.82
108000		3.038%	102.78

Hours	Event	MWdeg%	Output
120001		3.366%	102.43
121000		3.386%	102.41
122000		3.408%	102.39
123000		3.430%	102.36
124000		3.450%	102.34
125000		3.471%	102.32
126000		3.491%	102.30
127000		3.510%	102.28
128000		3.530%	102.26
129000		3.549%	102.24
130000		3.567%	102.22
131000		3.585%	102.20
132000		3.603%	102.18

109000		3.072%	102.74	133000		3.621%	102.16
110000		3.104%	102.71	134000		3.638%	102.14
111000		3.134%	102.68	135000		3.655%	102.13
112000		3.163%	102.65	136000		3.672%	102.11
113000		3.192%	102.62	137000		3.689%	102.09
114000		3.219%	102.59	138000		3.705%	102.07
115000		3.245%	102.56	139000		3.721%	102.06
116000		3.271%	102.53	140000		3.737%	102.04
117000		3.296%	102.51	141000		3.753%	102.02
118000		3.320%	102.48	142000		3.768%	102.01
119000		3.343%	102.46	143000		3.784%	101.99
120000	HGP	3.366%	102.43	144000	MI	3.799%	101.97
120001		3.366%	102.43	144001		1.900%	103.99

Hours	Event	MWdeg%	Output	Hours	Event	MWdeg%	Output
144001		1.900%	103.99	168001		3.429%	102.37
145000		2.431%	103.42	169000		3.451%	102.34
146900		2.650%	103.19	170900		3.491%	102.30
148000		2.733%	103.10	172000		3.514%	102.28
149000		2.797%	103.04	173000		3.534%	102.25
150000		2.852%	102.98	174000		3.554%	102.23
151000		2.903%	102.92	175000		3.573%	102.21
152000		2.949%	102.87	176000		3.592%	102.19
153000		2.991%	102.83	177000		3.611%	102.17
154000		3.030%	102.79	178000		3.629%	102.15
155000		3.068%	102.75	179000		3.647%	102.13
156000		3.103%	102.71	180000		3.665%	102.12
157000		3.136%	102.68	181000		3.682%	102.10
158000		3.168%	102.64	182000		3.699%	102.08
159000		3.198%	102.61	183000		3.716%	102.06
160000		3.227%	102.58	184000		3.732%	102.04
161000		3.255%	102.55	185000		3.749%	102.03
162000		3.283%	102.52	186000		3.765%	102.01
163000		3.309%	102.49	187000		3.781%	101.99
164000		3.334%	102.47	188000		3.796%	101.98
165000		3.359%	102.44	189000		3.812%	101.96
166000		3.383%	102.41	190000		3.827%	101.94
167000		3.406%	102.39	191000		3.842%	101.93
168000	HGP	3.429%	102.37	192000	MI	3.857%	101.91
168001		3.429%	102.37	192001		1.928%	103.96

5 Gross Heat Rate for each One Thousand Hours

The Gross Heat Rate for each one thousand hours is specified in the table below, please be noted that the Gross Heat Rate is not include auxiliary power demand and losses of Facility.

Cross Heat Rate (LHV) for Thaketa 6F.03

Combined Cycle

Unit: BTU/kWh

Hours	Event	HRdeg%	Load Condition (Combined Cycle GT + ST)										
			100%	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%
0		0.000%	6,670	6,726	6,875	6,992	7,119	7,238	7,372	7,461	7,655	7,955	8,267
1000		0.673%	6,715	6,858	7,010	7,129	7,259	7,379	7,516	7,607	7,805	8,110	8,428
2000		0.782%	6,722	6,865	7,017	7,136	7,266	7,387	7,524	7,615	7,814	8,119	8,437
3000		0.855%	6,727	6,870	7,023	7,142	7,272	7,393	7,530	7,621	7,819	8,125	8,444
4000		0.912%	6,731	6,874	7,027	7,146	7,276	7,397	7,534	7,625	7,824	8,129	8,448
5000		0.959%	6,734	6,877	7,030	7,149	7,279	7,400	7,538	7,628	7,827	8,133	8,452
6000		1.000%	6,737	6,880	7,033	7,152	7,282	7,403	7,541	7,632	7,831	8,137	8,456
7000		1.036%	6,739	6,883	7,035	7,154	7,285	7,406	7,543	7,634	7,833	8,139	8,459
8000		1.068%	6,741	6,885	7,037	7,157	7,287	7,408	7,546	7,637	7,836	8,142	8,461
9000		1.097%	6,743	6,887	7,039	7,159	7,289	7,410	7,548	7,639	7,838	8,144	8,464
10000		1.124%	6,745	6,889	7,041	7,161	7,291	7,412	7,550	7,641	7,840	8,147	8,466
11000		1.149%	6,747	6,890	7,043	7,162	7,293	7,414	7,552	7,643	7,842	8,149	8,468
12000		1.173%	6,748	6,892	7,045	7,164	7,295	7,416	7,554	7,645	7,844	8,150	8,470
13000		1.195%	6,750	6,893	7,046	7,166	7,296	7,418	7,555	7,646	7,846	8,152	8,472
14000		1.215%	6,751	6,895	7,048	7,167	7,298	7,419	7,557	7,648	7,847	8,154	8,474
15000		1.235%	6,752	6,896	7,049	7,168	7,299	7,421	7,558	7,649	7,849	8,155	8,475
16000		1.254%	6,754	6,897	7,050	7,170	7,300	7,422	7,560	7,651	7,850	8,157	8,477
17000		1.272%	6,755	6,899	7,052	7,171	7,302	7,423	7,561	7,652	7,852	8,158	8,478
18000		1.289%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	8,480
19000		1.306%	6,757	6,901	7,054	7,173	7,304	7,426	7,564	7,655	7,854	8,161	8,481
20000		1.322%	6,758	6,902	7,055	7,175	7,305	7,427	7,565	7,656	7,855	8,163	8,483
21000		1.337%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	8,484
22000		1.352%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
23000		1.366%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8,486
24000	HGP	1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	8,488
24001		1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	8,488
25000		1.394%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
26000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	8,490
27000		1.419%	6,765	6,909	7,062	7,181	7,312	7,434	7,572	7,663	7,863	8,170	8,491

28000		1.432%	6,766	6,910	7,063	7,182	7,313	7,435	7,573	7,664	7,864	8,171	8,492
29000		1.444%	6,766	6,910	7,064	7,183	7,314	7,436	7,574	7,665	7,865	8,172	8,493
30000		1.456%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
31000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	8,495
32000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
33000		1.489%	6,769	6,913	7,067	7,186	7,317	7,439	7,577	7,669	7,868	8,176	8,497
34000		1.500%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	8,498
35000		1.510%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,178	8,498
36000		1.521%	6,771	6,916	7,069	7,189	7,320	7,441	7,580	7,671	7,871	8,179	8,499
37000		1.531%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,500
38000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
39000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
40000		1.560%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,503
41000		1.569%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,182	8,503
42000		1.578%	6,775	6,919	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,504
43000		1.587%	6,776	6,920	7,074	7,193	7,324	7,446	7,584	7,676	7,876	8,184	8,505
44000		1.596%	6,776	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,185	8,506
45000		1.605%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,877	8,185	8,506
46000		1.613%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
47000		1.622%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,679	7,879	8,187	8,508
48000	MI	1.630%	6,779	6,923	7,076	7,196	7,328	7,449	7,588	7,679	7,879	8,187	8,508
48001		0.489%	6,703	6,845	6,997	7,116	7,245	7,366	7,503	7,593	7,791	8,095	8,413
49000		0.826%	6,725	6,868	7,021	7,139	7,270	7,391	7,528	7,618	7,817	8,123	8,441
50000		0.909%	6,731	6,874	7,026	7,145	7,276	7,397	7,534	7,625	7,823	8,129	8,448
51000		0.967%	6,734	6,878	7,030	7,149	7,280	7,401	7,538	7,629	7,828	8,134	8,453
52000		1.013%	6,738	6,881	7,034	7,153	7,283	7,404	7,542	7,633	7,832	8,138	8,457
53000		1.052%	6,740	6,884	7,036	7,155	7,286	7,407	7,545	7,635	7,835	8,141	8,460
54000		1.085%	6,742	6,886	7,039	7,158	7,288	7,410	7,547	7,638	7,837	8,143	8,463
55000		1.115%	6,744	6,888	7,041	7,160	7,290	7,412	7,549	7,640	7,839	8,146	8,465
56000		1.143%	6,746	6,890	7,043	7,162	7,292	7,414	7,551	7,642	7,842	8,148	8,468
57000		1.168%	6,748	6,892	7,044	7,164	7,294	7,416	7,553	7,644	7,844	8,150	8,470
58000		1.191%	6,749	6,893	7,046	7,165	7,296	7,417	7,555	7,646	7,845	8,152	8,472
59000		1.213%	6,751	6,895	7,047	7,167	7,297	7,419	7,557	7,648	7,847	8,154	8,474
60000		1.234%	6,752	6,896	7,049	7,168	7,299	7,420	7,558	7,649	7,849	8,155	8,475
61000		1.253%	6,754	6,897	7,050	7,170	7,300	7,422	7,560	7,651	7,850	8,157	8,477
62000		1.271%	6,755	6,899	7,051	7,171	7,302	7,423	7,561	7,652	7,852	8,158	8,478
63000		1.289%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	8,480
64000		1.306%	6,757	6,901	7,054	7,173	7,304	7,426	7,564	7,655	7,854	8,161	8,481
65000		1.322%	6,758	6,902	7,055	7,175	7,305	7,427	7,565	7,656	7,855	8,163	8,483
66000		1.337%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	8,484

67000		1.352%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
68000		1.367%	6,761	6,905	7,058	7,178	7,309	7,430	7,568	7,659	7,859	8,166	8,486
69000		1.381%	6,762	6,906	7,059	7,179	7,310	7,431	7,569	7,660	7,860	8,167	8,488
70000		1.394%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
71000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	8,490
72000	HGP	1.420%	6,765	6,909	7,062	7,182	7,312	7,434	7,572	7,663	7,863	8,170	8,491
72001		1.420%	6,765	6,909	7,062	7,182	7,312	7,434	7,572	7,663	7,863	8,170	8,491
73000		1.432%	6,766	6,910	7,063	7,182	7,313	7,435	7,573	7,664	7,864	8,171	8,492
74000		1.444%	6,766	6,910	7,064	7,183	7,314	7,436	7,574	7,665	7,865	8,172	8,493
75000		1.456%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
76000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	8,495
77000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
78000		1.489%	6,769	6,913	7,067	7,186	7,317	7,439	7,577	7,669	7,868	8,176	8,497
79000		1.500%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	8,498
80000		1.510%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,178	8,498
81000		1.520%	6,771	6,916	7,069	7,189	7,320	7,441	7,579	7,671	7,871	8,178	8,499
82000		1.530%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,500
83000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
84000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
85000		1.559%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,503
86000		1.568%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,674	7,875	8,182	8,503
87000		1.577%	6,775	6,919	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,504
88000		1.586%	6,776	6,920	7,073	7,193	7,324	7,446	7,584	7,676	7,876	8,184	8,505
89000		1.595%	6,776	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,184	8,506
90000		1.604%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,877	8,185	8,506
91000		1.612%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
92000		1.621%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
93000		1.629%	6,779	6,923	7,076	7,196	7,327	7,449	7,588	7,679	7,879	8,187	8,508
94000		1.637%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509
95000		1.645%	6,780	6,924	7,078	7,197	7,329	7,451	7,589	7,680	7,881	8,189	8,510
96000	MI	1.653%	6,780	6,925	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,510
96001		0.496%	6,703	6,846	6,998	7,116	7,246	7,366	7,503	7,593	7,791	8,096	8,414
96100		0.670%	6,715	6,858	7,010	7,128	7,258	7,379	7,516	7,607	7,805	8,110	8,428
97000		0.856%	6,727	6,870	7,023	7,142	7,272	7,393	7,530	7,621	7,819	8,125	8,444
98000		0.943%	6,733	6,876	7,029	7,148	7,278	7,399	7,536	7,627	7,826	8,132	8,451
99000		1.004%	6,737	6,880	7,033	7,152	7,282	7,404	7,541	7,632	7,831	8,137	8,456
100000		1.051%	6,740	6,884	7,036	7,155	7,286	7,407	7,544	7,635	7,834	8,141	8,460
101000		1.091%	6,743	6,886	7,039	7,158	7,289	7,410	7,547	7,638	7,838	8,144	8,463
102000		1.126%	6,745	6,889	7,041	7,161	7,291	7,413	7,550	7,641	7,840	8,147	8,466
103000		1.157%	6,747	6,891	7,044	7,163	7,293	7,415	7,552	7,643	7,843	8,149	8,469

104000		1.185%	6,749	6,893	7,046	7,165	7,295	7,417	7,554	7,646	7,845	8,151	8,471
105000		1.210%	6,751	6,894	7,047	7,167	7,297	7,419	7,556	7,647	7,847	8,153	8,473
106000		1.234%	6,752	6,896	7,049	7,168	7,299	7,420	7,558	7,649	7,849	8,155	8,475
107000		1.256%	6,754	6,898	7,050	7,170	7,301	7,422	7,560	7,651	7,850	8,157	8,477
108000		1.277%	6,755	6,899	7,052	7,171	7,302	7,424	7,561	7,652	7,852	8,159	8,479
109000		1.296%	6,756	6,900	7,053	7,173	7,303	7,425	7,563	7,654	7,853	8,160	8,481
110000		1.315%	6,758	6,902	7,055	7,174	7,305	7,426	7,564	7,655	7,855	8,162	8,482
111000		1.332%	6,759	6,903	7,056	7,175	7,306	7,428	7,565	7,657	7,856	8,163	8,484
112000		1.349%	6,760	6,904	7,057	7,177	7,307	7,429	7,567	7,658	7,858	8,165	8,485
113000		1.365%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8,486
114000		1.381%	6,762	6,906	7,059	7,179	7,310	7,431	7,569	7,660	7,860	8,167	8,488
115000		1.395%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
116000		1.410%	6,764	6,908	7,061	7,181	7,312	7,433	7,571	7,663	7,862	8,170	8,490
117000		1.423%	6,765	6,909	7,062	7,182	7,313	7,434	7,572	7,664	7,863	8,171	8,491
118000		1.437%	6,766	6,910	7,063	7,183	7,314	7,435	7,573	7,665	7,864	8,172	8,492
119000		1.450%	6,767	6,911	7,064	7,184	7,315	7,436	7,574	7,666	7,865	8,173	8,493
120000	HGP	1.462%	6,768	6,912	7,065	7,185	7,315	7,437	7,575	7,666	7,866	8,174	8,494
120001		1.462%	6,768	6,912	7,065	7,185	7,315	7,437	7,575	7,666	7,866	8,174	8,494
121000		1.473%	6,768	6,912	7,066	7,185	7,316	7,438	7,576	7,667	7,867	8,175	8,495
122000		1.485%	6,769	6,913	7,066	7,186	7,317	7,439	7,577	7,668	7,868	8,176	8,496
123000		1.497%	6,770	6,914	7,067	7,187	7,318	7,440	7,578	7,669	7,869	8,177	8,497
124000		1.508%	6,771	6,915	7,068	7,188	7,319	7,441	7,579	7,670	7,870	8,177	8,498
125000		1.519%	6,771	6,915	7,069	7,189	7,320	7,441	7,579	7,671	7,871	8,178	8,499
126000		1.530%	6,772	6,916	7,070	7,189	7,320	7,442	7,580	7,672	7,872	8,179	8,500
127000		1.540%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
128000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
129000		1.560%	6,774	6,918	7,072	7,191	7,322	7,444	7,582	7,674	7,874	8,182	8,503
130000		1.570%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,182	8,503
131000		1.580%	6,775	6,920	7,073	7,193	7,324	7,446	7,584	7,675	7,875	8,183	8,504
132000		1.589%	6,776	6,920	7,074	7,194	7,325	7,446	7,585	7,676	7,876	8,184	8,505
133000		1.598%	6,777	6,921	7,074	7,194	7,325	7,447	7,585	7,677	7,877	8,185	8,506
134000		1.607%	6,777	6,921	7,075	7,195	7,326	7,448	7,586	7,677	7,878	8,185	8,507
135000		1.616%	6,778	6,922	7,076	7,195	7,327	7,448	7,587	7,678	7,878	8,186	8,507
136000		1.625%	6,778	6,923	7,076	7,196	7,327	7,449	7,587	7,679	7,879	8,187	8,508
137000		1.634%	6,779	6,923	7,077	7,197	7,328	7,450	7,588	7,679	7,880	8,188	8,509
138000		1.642%	6,780	6,924	7,077	7,197	7,328	7,450	7,589	7,680	7,880	8,188	8,509
139000		1.650%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,510
140000		1.658%	6,781	6,925	7,078	7,198	7,330	7,452	7,590	7,681	7,882	8,190	8,511
141000		1.666%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
142000		1.674%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,682	7,883	8,191	8,512

143000		1.682%	6,782	6,927	7,080	7,200	7,331	7,453	7,592	7,683	7,883	8,192	8,513
144000	MI	1.690%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,513
144001		0.507%	6,704	6,847	6,998	7,117	7,247	7,367	7,504	7,594	7,792	8,097	8,414
145000		0.879%	6,729	6,872	7,024	7,143	7,273	7,394	7,532	7,622	7,821	8,127	8,446
146900		1.025%	6,738	6,882	7,034	7,154	7,284	7,405	7,543	7,633	7,832	8,139	8,458
148000		1.079%	6,742	6,886	7,038	7,157	7,288	7,409	7,547	7,638	7,837	8,143	8,462
149000		1.120%	6,745	6,888	7,041	7,160	7,291	7,412	7,550	7,641	7,840	8,146	8,466
150000		1.155%	6,747	6,891	7,043	7,163	7,293	7,415	7,552	7,643	7,843	8,149	8,469
151000		1.186%	6,749	6,893	7,046	7,165	7,296	7,417	7,555	7,646	7,845	8,152	8,471
152000		1.214%	6,751	6,895	7,048	7,167	7,298	7,419	7,557	7,648	7,847	8,154	8,474
153000		1.240%	6,753	6,896	7,049	7,169	7,299	7,421	7,559	7,650	7,849	8,156	8,476
154000		1.264%	6,754	6,898	7,051	7,171	7,301	7,423	7,560	7,652	7,851	8,158	8,478
155000		1.286%	6,756	6,900	7,053	7,172	7,303	7,424	7,562	7,653	7,853	8,160	8,480
156000		1.307%	6,757	6,901	7,054	7,174	7,304	7,426	7,564	7,655	7,854	8,161	8,481
157000		1.327%	6,759	6,902	7,055	7,175	7,306	7,427	7,565	7,656	7,856	8,163	8,483
158000		1.345%	6,760	6,904	7,057	7,176	7,307	7,429	7,566	7,658	7,857	8,164	8,485
159000		1.363%	6,761	6,905	7,058	7,178	7,308	7,430	7,568	7,659	7,859	8,166	8,486
160000		1.380%	6,762	6,906	7,059	7,179	7,309	7,431	7,569	7,660	7,860	8,167	8,488
161000		1.396%	6,763	6,907	7,060	7,180	7,311	7,432	7,570	7,661	7,861	8,168	8,489
162000		1.411%	6,764	6,908	7,061	7,181	7,312	7,433	7,571	7,663	7,862	8,170	8,490
163000		1.426%	6,765	6,909	7,062	7,182	7,313	7,435	7,572	7,664	7,864	8,171	8,491
164000		1.440%	6,766	6,910	7,063	7,183	7,314	7,436	7,574	7,665	7,865	8,172	8,493
165000		1.454%	6,767	6,911	7,064	7,184	7,315	7,437	7,575	7,666	7,866	8,173	8,494
166000		1.467%	6,768	6,912	7,065	7,185	7,316	7,438	7,576	7,667	7,867	8,174	8,495
167000		1.480%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
168000	HGP	1.493%	6,770	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
168001		1.493%	6,770	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
169000		1.505%	6,770	6,915	7,068	7,188	7,319	7,440	7,578	7,670	7,870	8,177	8,498
170900		1.527%	6,772	6,916	7,069	7,189	7,320	7,442	7,580	7,671	7,871	8,179	8,500
172000		1.539%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
173000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
174000		1.561%	6,774	6,918	7,072	7,192	7,323	7,444	7,583	7,674	7,874	8,182	8,503
175000		1.571%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,183	8,504
176000		1.581%	6,775	6,920	7,073	7,193	7,324	7,446	7,584	7,675	7,876	8,183	8,504
177000		1.591%	6,776	6,920	7,074	7,194	7,325	7,447	7,585	7,676	7,876	8,184	8,505
178000		1.601%	6,777	6,921	7,074	7,194	7,325	7,447	7,586	7,677	7,877	8,185	8,506
179000		1.610%	6,777	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
180000		1.620%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
181000		1.629%	6,779	6,923	7,076	7,196	7,327	7,449	7,588	b	7,879	8,187	8,508
182000		1.638%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509

183000		1.646%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,680	7,881	8,189	8,510
184000		1.655%	6,780	6,925	7,078	7,198	7,329	7,451	7,590	7,681	7,881	8,189	8,511
185000		1.664%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
186000		1.672%	6,782	6,926	7,079	7,199	7,331	7,453	7,591	7,682	7,883	8,191	8,512
187000		1.680%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,683	7,883	8,191	8,513
188000		1.688%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,513
189000		1.696%	6,783	6,928	7,081	7,201	7,332	7,454	7,593	7,684	7,884	8,193	8,514
190000		1.704%	6,784	6,928	7,082	7,202	7,333	7,455	7,593	7,685	7,885	8,193	8,515
191000		1.711%	6,784	6,929	7,082	7,202	7,333	7,455	7,594	7,685	7,886	8,194	8,515
192000	MI	1.719%	6,785	6,929	7,083	7,203	7,334	7,456	7,594	7,686	7,886	8,194	8,516
192001		0.516%	6,704	6,847	6,999	7,118	7,247	7,368	7,505	7,595	7,793	8,098	8,415
193000		0.890%	6,729	6,873	7,025	7,144	7,274	7,395	7,532	7,623	7,822	8,128	8,447
194000		1.036%	6,739	6,883	7,035	7,154	7,285	7,406	7,543	7,634	7,833	8,139	8,459
195000		1.090%	6,743	6,886	7,039	7,158	7,289	7,410	7,547	7,638	7,838	8,144	8,463
196000		1.131%	6,745	6,889	7,042	7,161	7,292	7,413	7,550	7,641	7,841	8,147	8,467
197000		1.166%	6,748	6,891	7,044	7,164	7,294	7,415	7,553	7,644	7,843	8,150	8,470
198000		1.197%	6,750	6,894	7,046	7,166	7,296	7,418	7,555	7,646	7,846	8,152	8,472
199000		1.225%	6,752	6,895	7,048	7,168	7,298	7,420	7,557	7,649	7,848	8,155	8,475
200000		1.251%	6,753	6,897	7,050	7,170	7,300	7,422	7,559	7,651	7,850	8,157	8,477
201000		1.275%	6,755	6,899	7,052	7,171	7,302	7,423	7,561	7,652	7,852	8,159	8,479
202000		1.297%	6,757	6,900	7,053	7,173	7,304	7,425	7,563	7,654	7,854	8,160	8,481
203000		1.318%	6,758	6,902	7,055	7,174	7,305	7,427	7,564	7,656	7,855	8,162	8,482
204000		1.338%	6,759	6,903	7,056	7,176	7,306	7,428	7,566	7,657	7,857	8,164	8,484
205000		1.356%	6,760	6,904	7,057	7,177	7,308	7,429	7,567	7,658	7,858	8,165	8,486
206000		1.374%	6,762	6,906	7,059	7,178	7,309	7,431	7,569	7,660	7,860	8,167	8,487
207000		1.391%	6,763	6,907	7,060	7,179	7,310	7,432	7,570	7,661	7,861	8,168	8,488
208000		1.407%	6,764	6,908	7,061	7,181	7,311	7,433	7,571	7,662	7,862	8,169	8,490
209000		1.422%	6,765	6,909	7,062	7,182	7,313	7,434	7,572	7,663	7,863	8,171	8,491
210000		1.437%	6,766	6,910	7,063	7,183	7,314	7,435	7,573	7,665	7,864	8,172	8,492
211000		1.451%	6,767	6,911	7,064	7,184	7,315	7,436	7,574	7,666	7,865	8,173	8,493
212000		1.465%	6,768	6,912	7,065	7,185	7,316	7,437	7,575	7,667	7,867	8,174	8,495
213000		1.478%	6,769	6,913	7,066	7,186	7,317	7,438	7,576	7,668	7,868	8,175	8,496
214000		1.491%	6,769	6,914	7,067	7,187	7,318	7,439	7,577	7,669	7,869	8,176	8,497
215000		1.504%	6,770	6,914	7,068	7,187	7,318	7,440	7,578	7,670	7,870	8,177	8,498
216000		1.504%	6,770	6,914	7,068	7,187	7,318	7,440	7,578	7,670	7,870	8,177	8,498
217000		1.516%	6,771	6,915	7,069	7,188	7,319	7,441	7,579	7,671	7,871	8,178	8,499
218000		1.538%	6,773	6,917	7,070	7,190	7,321	7,443	7,581	7,672	7,872	8,180	8,501
219000		1.550%	6,773	6,918	7,071	7,191	7,322	7,444	7,582	7,673	7,873	8,181	8,502
220000		1.561%	6,774	6,918	7,072	7,192	7,323	7,444	7,583	7,674	7,874	8,182	8,503
221000		1.572%	6,775	6,919	7,072	7,192	7,323	7,445	7,583	7,675	7,875	8,183	8,504

222000		1.582%	6,776	6,920	7,073	7,193	7,324	7,446	7,584	7,676	7,876	8,183	8,504
223000		1.592%	6,776	6,920	7,074	7,194	7,325	7,447	7,585	7,676	7,876	8,184	8,505
224000		1.602%	6,777	6,921	7,075	7,194	7,326	7,447	7,586	7,677	7,877	8,185	8,506
225000		1.612%	6,778	6,922	7,075	7,195	7,326	7,448	7,586	7,678	7,878	8,186	8,507
226000		1.621%	6,778	6,922	7,076	7,196	7,327	7,449	7,587	7,678	7,879	8,187	8,508
227000		1.631%	6,779	6,923	7,077	7,196	7,328	7,450	7,588	7,679	7,879	8,187	8,509
228000		1.640%	6,779	6,924	7,077	7,197	7,328	7,450	7,588	7,680	7,880	8,188	8,509
229000		1.649%	6,780	6,924	7,078	7,198	7,329	7,451	7,589	7,681	7,881	8,189	8,510
230000		1.657%	6,781	6,925	7,078	7,198	7,329	7,451	7,590	7,681	7,881	8,189	8,511
231000		1.666%	6,781	6,925	7,079	7,199	7,330	7,452	7,590	7,682	7,882	8,190	8,511
232000		1.675%	6,782	6,926	7,080	7,200	7,331	7,453	7,591	7,683	7,883	8,191	8,512
233000		1.683%	6,782	6,927	7,080	7,200	7,331	7,453	7,592	7,683	7,883	8,192	8,513
234000		1.691%	6,783	6,927	7,081	7,201	7,332	7,454	7,592	7,684	7,884	8,192	8,514
235000		1.699%	6,783	6,928	7,081	7,201	7,332	7,455	7,593	7,684	7,885	8,193	8,514
236000		1.707%	6,784	6,928	7,082	7,202	7,333	7,455	7,593	7,685	7,885	8,194	8,515
237000		1.715%	6,784	6,929	7,082	7,202	7,334	7,456	7,594	7,686	7,886	8,194	8,516
238000		1.722%	6,785	6,929	7,083	7,203	7,334	7,456	7,595	7,686	7,887	8,195	8,516
239000		1.730%	6,785	6,930	7,083	7,204	7,335	7,457	7,595	7,687	7,887	8,195	8,517
240000		1.740%	6,786	6,931	7,084	7,204	7,335	7,458	7,596	7,687	7,888	8,196	8,518
241000		1.750%	6,787	6,931	7,085	7,205	7,336	7,458	7,597	7,688	7,889	8,197	8,519
242000		1.760%	6,787	6,932	7,086	7,206	7,337	7,459	7,597	7,689	7,889	8,198	8,519
243000		1.770%	6,788	6,933	7,086	7,206	7,338	7,460	7,598	7,690	7,890	8,199	8,520
244000		1.780%	6,789	6,933	7,087	7,207	7,338	7,460	7,599	7,690	7,891	8,199	8,521
245000		1.790%	6,789	6,934	7,088	7,208	7,339	7,461	7,600	7,691	7,892	8,200	8,522
246000		1.800%	6,790	6,935	7,088	7,208	7,340	7,462	7,600	7,692	7,893	8,201	8,523
247000		1.810%	6,791	6,935	7,089	7,209	7,341	7,463	7,601	7,693	7,893	8,202	8,524
248000		1.820%	6,791	6,936	7,090	7,210	7,341	7,463	7,602	7,694	7,894	8,203	8,524
249000		1.830%	6,792	6,937	7,090	7,211	7,342	7,464	7,603	7,694	7,895	8,203	8,525
250000		1.840%	6,793	6,937	7,091	7,211	7,343	7,465	7,603	7,695	7,896	8,204	8,526
251000		1.850%	6,793	6,938	7,092	7,212	7,343	7,466	7,604	7,696	7,896	8,205	8,527
252000		1.860%	6,794	6,939	7,093	7,213	7,344	7,466	7,605	7,697	7,897	8,206	8,528
253000		1.870%	6,795	6,939	7,093	7,213	7,345	7,467	7,606	7,697	7,898	8,207	8,529
254000		1.880%	6,795	6,940	7,094	7,214	7,346	7,468	7,606	7,698	7,899	8,207	8,529
255000		1.890%	6,796	6,941	7,095	7,215	7,346	7,469	7,607	7,699	7,900	8,208	8,530
256000		1.900%	6,797	6,941	7,095	7,216	7,347	7,469	7,608	7,700	7,900	8,209	8,531
257000		1.910%	6,797	6,942	7,096	7,216	7,348	7,470	7,609	7,700	7,901	8,210	8,532

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 15

Format of Operation Notices

Daily Outage Notice

Power Plant Name...

Declaration Date (........./ ..../..........)

Generating Unit...

	From	To	Earliest Instruction Time (Hrs, min, s)	Earliest Restoration Time (Hrs, min, s)
Active Power	.... MW	.... MW	....	....
Minimum Generation	.... MW	.... MW	....	....

Description of event.

....

....

....

....

....

Noticed to: MEPE's Dispatcher Named (...)

By Phone: at......................Hr..........................Min

And by Fax: at ....Hr.........................Min

Authorized Signature:

Title..

MEPE's Dispatcher Signature: ....

Note: Any change to any of the operating Characteristics must be informed to MEPE's Dispatcher by Phone and confirmed with this Fax which must specify the Dispatcher's name and the time of Notification.

Weekly Outage Notice

For the Week of ___/___/___ to ___/___/___

Identification of Generating Unit(s) ____________________________

Generating Unit capacity - __________ (MW)

Expected outage **Agreed Monthly Schedule Dates**

Unit(s) - ____________________________

Reason - ____________________________

Start ___/___ DD/MM

Impaired acuity- _____ (MW)

End ___/___ DD/MM

Duration - ______ Days ______ Hours

Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

If there are additional outages, please use additional weekly outage form(s).

Authorized Signature ________________________ Title____________________________

Tel: ____ FAX ___________________________

Date: ____

Monthly Outage Notice

For the Month of _______ in _______ (Year)

Identification of Generating Unit - ________________________
Generating Unit capacity - _________ (MW)
Expected outage(s) **Agreed Annual Planned Dates**

OUTAGE 1 **(If Relevant)**
Unit(s) - ______ Start ___/____ DD/MM
Reason - ________________________ End ___/____
DD/MM
Impaired capacity - _____ (MW)
Duration - ______ Days ______ Hours
Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

OUTAGE 2 **Agreed Annual Planned Dates**
Unit(s) - ______ **(If Relevant)**
Reason- __________________________ Start ___/___
DD//MM
Impaired capacity - _____ (MW) End ___/___
DD/MM
Duration - ______ Days ______ Hours
Preferred Start - ___/___/___ at __:__ (DD/MM/YY at HH:MM)

Flexibility

Is there flexibility in the Schedule? If yes,

What is the earliest start date and time? ___/___/___ at ___:___

What is the latest finish date and time? ___/___/___ at ___:___

If there are additional outages, please use additional monthly outage form(s).

Authorized Signature ______________________ Title ________________________
Date_________________

Tel: _____________________________________ FAX _______________________

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)
And
U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 16

Quarterly Development Progress Report Format

SCHEDULE 16

QUARTERLY DEVELOPMENT PROGRESS REPORT FORMAT

The following format is to be followed in the preparation of each Quarterly Development Progress Report to be submitted by the Company to MEPE. In those cases where there is nothing to report under a specific heading, a statement of non-applicability is to be included.

1. Table of Contents

2. Abbreviations

This section should list all abbreviations used in the Quarterly Development Progress Report and their corresponding meanings.

3. Project Background and Overview

This section should provide a brief summary of the Company, the Sponsors and the Project (including the key characteristics of the Project).

4. Executive Summary

This section should contain a summary of the last calendar quarter's activities, including a summary of each of:

(a) Implementation of the PPA (see section 5);

(b) Debt Financing (see section 6);

(c) Project Agreements and construction progress (see section 7)

(d) Environmental, Social and Labour Requirements (see section 8)

(e) Management Matters (see section 9); and

(f) Other Key Issues (see section 10).

5. Implementation of the PPA

This section should contain a list of all activities completed by the Company to the date of the Report in compliance with its obligations under the PPA in the following format:

No.	Clause reference	PPA condition	Date of delivery
1.	[Relevant PPA clause]	[Summary of Company's obligations under the PPA clause]	[Date on which Company completed its obligations under the PPA clause]

6. Debt Financing

This section should contain a timeline of both actual and target dates for key milestones with respect to any Debt Financing, including (but not limited to):

(a) relevant authorisations obtained by the Financing Parties;

(b) negotiation of Financing Documents;

(c) signing of Financing Documents;

(d) fulfilment of conditions precedent under Financing Documents; and

(e) first drawdown.

7. Project Agreements and construction progress

7"1 Progress of Project Agreements

This section should detail the status of the Company's progress in negotiating and signing each Project Agreement, as well as goals for the following calendar quarter.

7"2 Progress of preliminary construction activities

This section should detail the status of any preliminary construction activities that the Company may have procured during the last calendar quarter. Any significant events and circumstances that occurred during the last calendar quarter should be identified.

7"3 Forecasted preliminary construction activities

This section should detail the main anticipated preliminary construction activities for the next calendar quarter.

This section should also include an overall project schedule, in bar-chart form.

8. Environmental, Social and Labour Requirements

This section should detail the environmental, social and labour matters and activities for the last calendar quarter.

9. Management Matters

This section should provide a brief summary of:

(a) relevant Governmental Approvals of the Company (including any authorisation, consent. approval, resolution, permit, licence, exemption, filing, registration or notarisation) as well as those that the Company is required (or expects) to obtain in the next calendar quarter;

(b) Project Agreements and Financing Documents; and

(c) other miscellaneous management matters.

10. Other Key Issues

This section should provide a brief summary of quality assurance, quality control and health and safety issues. This section should also include an organisational chart showing the current employment structure of the Company.

11. Areas of concern

This section should identify any events that are likely (either singly or in combination with the effects of other events and circumstances) to have a material adverse effect on the construction and commissioning of any aspect of the Facility in accordance with the requirements set forth in the PPA.

12. Annexes

12.1 Photographs (each photographs must contain, upon its face, the date, the name of the contractor and the title of the view taken).

12.2 Reference list.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 17

Monthly Construction Progress Report Format

SCHEDULE 17

MONTHLY CONSTRUCTION PROGRESS REPORT FORMAT

The following format shall be followed in the preparation of Monthly Construction Progress Reports to be submitted by the Company to MEPE. In those cases where there is nothing to report under a specific heading, a statement of non-applicability shall be included.

1. EXECUTIVE SUMMARY

A brief narrative capturing the highlights of the month's activities with appropriate photographs showing Project construction progress shall be reported.

2. GOVERNMENTAL APPROVALS

Governmental Approval schedule updates will be reported on, as well as an outline of any upcoming Governmental Approval assistance anticipated to be requested of MEPE (Narrative with list of required construction Governmental Approvals and expected acquisition dates).

3. ENGINEERING STATUS REPORT

This Section includes not only a summary of what was accomplished, but also goals for the following month. Information will be broken down into the various disciplines, e.g.: mechanical, electrical, civil/structural, instrumentation and controls, and architectural (Narrative plus a curve showing % of actual engineering complete and planned engineering completion).

4. PROCUREMENT STATUS REPORT

This Section includes a summary of major equipment procurement, including purchase orders placed, request for quotations issued, bids being evaluated and current negotiations. For major equipment and systems, the status of fabrication, testing, shipping and date of delivery to site will be described.

5. CONSTRUCTION STATUS REPORT

The narrative in this Section shall include not only accomplishments of the past month,

but also goals for the following month (this includes a curve showing % of actual construction complete and planned construction completion).

6. COMMISSIONING, ACCEPTANCE AND PERFORMANCE TESTING

The topics covered in this Section shall include status of Company's commissioning. acceptance, and performance testing activities (including activities that have been carried out in the past month and goals for the following month).

7. SCHEDULE

This Section shall include an update of the overall project schedule, in bar-chart form (milestone bar chart schedule with actual progress indicated). The schedule should identify all interconnection dates such as for back-feed power, fuel, water, etc.

8. ACTIVITIES PLANNED FOR THE NEXT MONTH

This Section will describe major activities planned for the next month and any milestones schedules to be achieved.

9. AREAS OF CONCERN/ACTION ITEMS

This Section will address significant action items for both MEPE and the Company and will include a brief description of the items with status and responsibility for action. It will list and briefly describe any issues that may adversely affect the ability of the Company to satisfy its obligations under the Agreement. The Company should identify any delay, Default, breach, defect, Force Majeure and access or right-of-way issues.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 18

Connection Point Inspection and Testing

1 Connection Point Inspection and Testing

The Connection Point tests on the equipment in the Switchyard shall be carried out by the Seller. MEPE System will assist the Seller at the remote end with overall tests. Preparation of the test record sheets and test reports shall be the responsibility of the Seller. The Seller shall file on Site all test reports, including all test data, readings, recordings and test forms after completion of the tests. MEPE Systems shall have access to the Site and shall be allowed to review all test records and data. The Seller shall perform the following tests on the equipment, if any, as relevant per manufacturer's instructions and requirements and as per the latest applicable standards and codes listed below:

Standard list

IEEE	Institute of Electrical and Electronics Engineers
ANSI	American National Standards Institute Incorporated
NEMA	National Electrical Manufacturers Association
AWS	American Welding Society
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
ICEA	Insulated Cable Engineers Association
IEC	International Electro technical Commission
ISO	International Standardization Organization

The inspection and test shall be divided into three stages as follows:

- Individual tests of each equipment
- Functional tests
- Final tests

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 19

Insurance Requirements

SCHEDULE 19

INSURANCE REQUIREMENTS

1. DURING THE CONSTRUCTION PERIOD

The insurance policies to be taken out by the Seller and maintained from the date required pursuant to Section 20 of the Agreement through until the date specified below are as follows:

1.1 Marine and Air Cargo Insurance

Coverage shall insure all materials, equipment, machinery, spares and other items for incorporation into the Facility or the New Transmission Facilities against all risks of physical loss or damage while in transit by sea or air from country of origin anywhere in the world to the Site, or vice versa, from the time of the insured items leaving warehouse or factory for shipment to the Site.

Coverage shall be:

(a) in amount equal to the cost and freight of any shipment to the site, with maximum deductible of fifty thousand US Dollars (USD 50,000); and

(b) from the date of commencement of the first shipment to the date of the last shipment.

1.2 Loss of Revenue (following Marine or Aviation incident)

Coverage shall insure against loss of revenue following delay in reaching each Commercial Operation Date by the relevant Scheduled Commercial Operation Date for that Generating Unit as a direct result of physical loss or damage to the materials, equipment, machinery and other items in transit by sea or air to the Site to the extent covered under the Marine Cargo insurance.

Coverage shall be in amount equal to not less than eighteen (18) months' estimated costs of debt service under the Financing Documents and any mandatory payments due under the Project Agreements to be received following the relevant Scheduled Commercial Operation Date with a maximum deductible of sixty (60) days.

Coverage shall be maintained until the Project Commercial Operation Date.

1.3 Builders' All Risk

Coverage shall include physical loss of or damage to materials and both the permanent and temporary works on the Site while under construction by the Seller, its contractors and/or their sub-contractors on an "all-risks" basis, subject to standard exclusions and sub-limits. Faulty design coverage is to be included to the extent available on commercially reasonable terms.

Coverage shall be on a full replacement cost basis of the completed works and the works under construction.

Coverage shall be maintained:

(a) until the Project Commercial Operation Date with respect to the Facility Site; and

(b) until the New Transmission Facilities Handover Date with respect to the New Transmission Facilities Site.

Coverage shall insure against loss of revenue following delay in reaching each Commercial Operation Date by the relevant Scheduled Commercial Operation Date for each Generating Unit as a direct result of physical loss of or damage to the works to the extent that such loss or damage is covered under the Builders' All Risk insurance. Coverage shall be in amount equal to not less than twelve (12) months' estimated costs of debt service under the Financing Documents and any mandatory payments due under the Project Agreements to be received following the relevant Scheduled Commercial Operation Date with a maximum deductible of sixty (60) days.

Coverage shall be maintained until the Project Commercial Operation Date.

1.4 Commercial/General Liability

Coverage shall insure against legal liability to third parties for bodily injury or damage to property arising out of the construction, testing and the commissioning of a Generating Unit and/or the Facility and/or the New Transmission Facilities.

Coverage shall be not less than ten million Dollars (USD10,000,000) for any one claim. Coverage shall be maintained:

(a) until the Project Commercial Operation Date with respect to the Facility; and

(b) until the New Transmission Facilities Handover Date with respect to the New Transmission Facilities.

1.5 Miscellaneous

Other insurance as is customary, desirable or necessary to comply with local or other requirements, such as contractual insuring responsibility, Workers' Compensation and Employers' Liability insurance in relation to all workmen employed in connection with the Project, and motor vehicle liability insurance for all vehicles owned, hired, leased, used or borrowed for use in Myanmar in connection with the Project.

2. DURING THE COMMERCIAL OPERATION PERIOD

The insurance policies to be taken out by the Seller and maintained on and from the Project Commercial Operation Date until the applicable Transfer Date are as follows:

2.1 All Risks Insurance

Coverage shall include all building contents, machinery, stock fixtures, fittings and all other personal property forming part of the Facility against "All Risks" of physical loss or damage, including (but not limited to) those resulting from fire, lightning, explosion, spontaneous combustion, storm, wind, tempest, flood, hurricane, water damage, riot, strikes, malicious damage, earthquake, tsunami, collapse and/or loss of contents of tanks.

Coverage shall be in an amount not less than the maximum probable loss amount of the Facility (subject to appropriate peril sub-limits) based on an independent broker's report from a reputed international insurance broker.

2.2 Loss of Revenue Following All Risks

Coverage shall insure against loss of revenue due to loss of capacity and/or loss of output as a direct consequence of loss of or damage to the Facility and caused by a peril insured under All Risks Insurance.

Coverage shall be in amount equal to not less than eighteen (18) months' estimated costs of debt service under the Financing Documents and any mandatory payments due under the Project Agreements, with a maximum deductible of sixty (60) days.

2.3 Machinery Breakdown

To the extent not provided as part of the All Risks Insurance pursuant to paragraph 2.1 above coverage shall insure against all critical machinery, plant, boilers and critical ancillary equipment forming part of the Facility against sudden and unforeseen physical loss or damage resulting from mechanical and electrical breakdown or derangement, explosion or collapse of boilers and pressure vessels, electrical short circuits, vibration, misalignment, excessive current or voltage, abnormal stresses, centrifugal forces, failure of protective or regulating devices, overheating, entry of foreign bodies, impact, collision and other similar causes.

Coverage shall be in an amount equal to the full replacement value of all critical machinery, plant boilers and critical ancillary equipment forming part of the Facility.

2.4 Consequential Loss Following Machinery Breakdown

Coverage shall insure against loss of revenue due to loss of capacity and/or loss of output as a direct consequence of loss or damage to the Facility caused by a peril insured under Machinery Breakdown insurance.

Coverage shall be in amount equal to not less than eighteen (18) months' estimated costs of debt service under the Financing Documents and any mandatory payments due under the Project Agreements, with a maximum deductible of sixty (60) days.

2.5 Commercial/General Liability

Coverage shall insure against legal liability to third parties for bodily injury or damage to property arising out of the operation of the Facility.

Coverage shall be ten million Dollars (USD10,000,000) for any one claim.

2.6 Workers Compensation and Employers Liability

This coverage will include workers compensation, temporary disability and other similar insurance required by the Laws of Myanmar.

In addition, this coverage shall include a voluntary compensation and employers' liability endorsement for employees not subject to the workers compensation laws of Myanmar.

2.7 Miscellaneous

Other insurance policies which are required by applicable Law.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 20

Quarterly Operation and Maintenance Report Format

The following format shall be followed in the preparation of Quarterly Operation and Maintenance (O&M) reports to be submitted by the Seller to MEPE System. Quarterly reports shall be initiated upon the start of commercial operation.

Table of Contents

1. EXECUTIVE REPORT

   This is a brief summary capturing highlights of the quarter's activities, activities, accomplishment and results.

2. PLANT OPERATION

   Plant operating history during the previous period including the number of starts and shutdown per dispatch instructions, trips, unscheduled shutdown, or load reductions, operating and shutdown hours, load levels, etc. shall be reported.

3. PLANT AVAILABILITY LEVELS AND OUTAGE REPORTS

   Plant availability levels during the previous period, and planned and unplanned outages shall be reported. Causes of all forced outages shall be described. Statistical comparison of availability, planned and unplanned outage rates between the most recent quarter and previous quarters shall be provided.

4. PREVENTIVE MAINTENANCE

   A summary of preventive maintenance, inspections, and testing carried out during the period shall be reported. Preventive maintenance planned for the next quarterly period or periods shall be outlined.

5. CORRECTIVE MAINTENANCE

   A summary of significant corrective maintenance, inspections, and testing carried out during the period shall be reported. Corrective maintenance planned for the next quarterly period or periods shall be outlined.

6. ENVIRONMENTAL COMPLIANCE

   Quarterly report on environmental compliance and any events leading to a potential non-compliance shall be reported.

7. STAFFING AND MAN POWER PLANNING

   A summary of current status of plant staffing, training programs, and manpower planning shall be reported.

8. AREAS OF CONCERN/ACTION ITEMS

   Significant operational or maintenance problem areas which may potentially adversely affect future plant reliability shall be identified and proposed remedial actions shall be outlined.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 21

Transfer Procedure

SCHEDULE 21

TRANSFER PROCEDURE

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 21 (Transfer Procedure) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

Facility and Facility Site each have the meaning given to them in the Agreement except that for the purposes of this Schedule 21 (Transfer Procedure), if the Transfer Date occurs prior to the Transmission Facilities Handover Date, the term:

(a) Facility shall also include:

(i) in the event that the Transfer Date arises at a time prior to the Transmission Facilities being handed over to MEPE pursuant to Section 3.2.7 of the Agreement, the Transmission Facilities; and

(ii) all of the Seller's interest in any lease agreement to the extent any land which constitutes the Facility Site is leased, and all buildings and fixtures; and

(b) Facility Site shall also include:

(i) in the event that the Transfer Date arises at a time prior to the Transmission Facilities being handed over to MEPE pursuant to Section 3.2.7 of the Agreement, the Transmission Facilities Site; and

(ii) all of the Seller's interest in any lease agreement.

Outstanding Work has the meaning given to it in sub-paragraph 4.4(e)(iii) of this Schedule 21 (Transfer Procedure).

Transfer Date means the date of the completion of the transfer of the Facility by the Seller to MEPE in accordance with the provisions of Section 13 of the Agreement and this Schedule 21 (Transfer Procedure), which shall be:

(a) the last day of the Term; or

(b) if the Agreement is terminated by:

(i) the Seller pursuant to Section 10.1.2 or Section 12.6.1(a)(ii) of the Agreement, the date which is notified to the Seller by MEPE in a written notice issued by it within 30 days of receiving the relevant Termination Notice, provided that such date must be no earlier than the relevant Termination Date and no later than 45 days after the relevant Termination Date; or

(ii) the Seller pursuant to Section 12.6.1 (a)(i) or Section 12.6.1(b)(including pursuant to Section 12.7.4) of the Agreement, the date which is notified to the Seller by MEPE in the relevant FM Purchase Notice issued by MEPE pursuant to sub-paragraph 2.2(c)(i) of Schedule 23 (Termination), provided

that such date must be no earlier than the relevant Termination Date and no later than 30 days after the relevant FM Purchase Notice; or

(iii) MEPE pursuant to Section 10.2.2 of the Agreement, the date which is notified to the Seller by MEPE in the relevant Purchase Notice issued by MEPE pursuant to sub-paragraph 2.1(a) of Schedule 23 (Termination) provided that such date must be no earlier than the relevant Termination Date and no later than 30 days after the relevant Purchase Notice; or

(iv) MEPE pursuant to Section 12.6.1(a)(ii) or Section 12.6.2 (a) or Section 12.6.2(b) of the Agreement, the date which is notified to the Seller by MEPE in the relevant Termination Notice issued by MEPE provided that such date must be no earlier than the relevant Termination Date and no later than 45 days after the relevant Termination Date; or

(v) MEPE pursuant to Section 12.6.1(a)(i) or Section 12.6.1(b) (including pursuant to Section 12.7.4) of the Agreement, the date which is notified to the Seller by MEPE in the relevant FM Purchase Notice issued by MEPE pursuant to subparagraph 2.2(c)(i) of Schedule 23 (Termination) provided that such date must be no earlier than the relevant Termination Date and no later than 30 days after the relevant FM Purchase Notice.

Transfer Period means the period of time:

(a) commencing on the date on which the Transfer Procedure Manual is finalized pursuant to paragraph 3.3 below; and
(b) ending on the Transfer Date.

Transfer Procedure Manual has the meaning given to it in sub-paragraph 3.1(c) of this Schedule 21 (Transfer Procedure).

Transfer Requirements means the requirements set out in sub-paragraphs 5.2(a) and (c) of this Schedule 21 (Transfer Procedure).

2. TRANSFER PROCEDURE

2.1 If the Seller is required, under Schedule 23 (Termination) of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the early termination of the Agreement pursuant to section 10.1, 10.2, 12.6 or 12.7 of the Agreement then the Seller shall fully comply with paragraph 6 of this Schedule 21 (Transfer Procedure).

2.2 If the Seller is required, under section 13.1 of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the expiry of the Term of the Agreement then the Seller shall fully comply with all of the requirements set out in this Schedule 21 (Transfer Procedure) so as to ensure that MEPE (or a subsequent operator nominated by MEPE) is able to utilize the Facility and continue the operation of the Facility without any interruption in service.

2.3 Nothing in this Schedule 21 (Transfer Procedure) limits or affects MEPE's rights and remedies under Section 10 of the Agreement (including, in particular, Section 10.3 (Step-in Rights) of the Agreement).

3. TRANSFER PROCEDURE MANUAL

3.1 No later than 11 months prior to the scheduled last day of the Term, the Seller shall develop and submit to MEPE:

(a) a draft transfer procedure manual (the Transfer Procedure Manual) with respect to all matters associated with and required for the effective handover of the

Facility to MEPE (or a subsequent operator nominated by MEPE), including in particular:

(i) the training of relevant personnel in the operation and maintenance of the Facility;

(ii) the updating and handover of all operation and maintenance records and manuals and all relevant technical books and journals;

(iii) the updating and handover of all databases and other computerized records relevant to the operation and maintenance of the Facility and its operation and maintenance history;

(iv) the novation by the Seller of all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility;

(v) the transfer, or other means of making available, all relevant software licenses and other intellectual property rights necessary for the operation and maintenance of the Facility;

(vi) the transfer of all operating licenses, works approvals and other licenses and permits necessary for the operation and maintenance of the Facility;

(vii) the transition of insurable risks to coordinate insurance coverage for the Facility;

(viii) the obtaining of any necessary third party consents to the transfer of the Facility;

(ix) the demobilization of the Seller's personnel; and

(x) any other matters associated with and required for compliance with the requirements set out in this Schedule 21 (Transfer Procedure);

(b) a proposed schedule of meetings with, and inspections by, MEPE (and any proposed subsequent operator and/or advisor of MEPE) to ensure that the transfer of the Facility occurs on the Transfer Date and otherwise in accordance with the requirements set out in this Schedule 21 (Transfer Procedure); and

(c) registers of:

(i) all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility;

(ii) the personnel employed by the Seller to operate and maintain the Facility;

(iii) all spare parts that are the property of the Seller and associated with the Facility as well as a schedule of those required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the 12 month period following the Transfer Date;

(iv) all consumables, chemicals and other materials required in connection with the operation of the Facility for the 3 month period following the Transfer Date; and

(v) all other assets and equipment that are the property of the Seller and associated with the Facility, whether held on the Facility Site or in offsite locations.

3.2 MEPE must no later than 30 Business Days after receipt of:

(a) the draft Transfer Procedure Manual, notify the Seller of any amendments that it requires to the draft manual;

(b) the proposed schedule of meetings and inspections, notify the Seller of any

amendments that it requires to that schedule;

(c) the register of supply, maintenance and services contracts, notify the Seller whether it requires the Seller to terminate the relevant contract(s) or assign, novate or otherwise transfer the relevant contract(s) to MEPE (or a subsequent operator nominated by MEPE);

(d) the registers of spare parts, consumables, chemicals and other materials and other assets and equipment, notify the Seller of:

(i) the spare parts that it requires the Seller to remove from the Facility Site and the spare parts and other equipment that it requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date;

(ii) amendments that it requires to the schedule setting out the spare parts required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the 12 month period following the Transfer Date;

(iii) amendments that it requires to the schedule setting out the consumables, chemicals and other materials required in connection with the operation of the Facility for the 3 month period following the Transfer Date; and

(iv) the other assets and equipment that it requires the Seller to remove from the Facility Site and the other assets and equipment that it requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date,

(the notice issued by MEPE addressing matters set out in (a) to (d) above, the Transfer Notice).

3.3 The Seller must no later than 10 Business Days after receiving the Transfer Notice from MEPE finalise the Transfer Procedure Manual by amending the draft Transfer Procedure Manual to take account of the amendments required by the Transfer Notice. The amended Transfer Procedure Manual will be the Transfer Procedure Manual.

3.4 The Seller and MEPE must comply with the Transfer Procedure Manual.

4. TRANSFER PERIOD

4.1 Mutual Co-operation

During the Transfer Period, the Seller shall co-operate fully with MEPE and any subsequent operator nominated by MEPE as required by the Agreement or otherwise reasonably required by MEPE to support the effective handover of the Facility to MEPE (or a subsequent operator nominated by MEPE) in accordance with the provisions of Section 13 of the Agreement and this Schedule 21 (Transfer Procedure).

4.2 MEPE Personnel

(a) During the Transfer Period:

(i) MEPE is permitted (by written notice to the Seller) to locate personnel (including employees, advisors, potential subsequent operators and/or other contractors) within the Facility for the purposes of:

(A) auditing and inspecting the Facility and the operations and maintenance activities of the Seller;

(B) witnessing any testing undertaken by the Seller or otherwise with

respect to the Facility; and/or

(C) any other requirements set out in the Transfer Procedure Manual (including training activities and witnessing any Outstanding Work required to be carried out);

(ii) any such MEPE personnel are not permitted to operate the Facility, except where permitted to do so pursuant to Section 10.3 (Step-in Rights) of the Agreement;

(iii) the Seller shall provide safety training to any such MEPE personnel (including on the safety procedures instituted by the Seller with respect to the Facility) and MEPE shall use its reasonable endeavors to ensure that such MEPE personnel comply with those safety procedures; and

(iv) MEPE will be responsible for the insurance of any MEPE personnel that MEPE locates within the Facility pursuant to this sub-paragraph 4.2(a).

(b) The Seller shall provide onsite operation and maintenance training to MEPE (or a subsequent operator nominated by MEPE) during the Transfer Period. All such onsite training shall be provided by experienced training and power plant operation professionals and shall be in accordance with the Transfer Procedure Manual.

4.3 Inventory

During the Transfer Period:

(a) the Seller shall not remove from the Facility Site any spare parts, consumables, chemicals, other materials or other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility;

(b) all spare parts, consumables, chemicals, other materials or other assets and equipment, held in offsite locations, that are the property of the Seller and are required for the continued operation and maintenance of the Facility or otherwise associated with the Facility, shall be moved within the Facility Site;

(c) the register prepared and submitted to MEPE under paragraphs 3.1(c)(iii)-(v) shall be updated and reissued to account for any spare parts, consumables, chemicals, other materials or other assets and equipment used or added after the date the register is prepared; and

(d) the Seller shall not sell or otherwise dispose of spare parts, consumables, chemicals, other materials or other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility without the prior written approval of MEPE.

4.4 Inspection

(a) At any time during the Transfer Period, MEPE shall be entitled to carry out (either itself or by way of a third party nominee) a transfer inspection (a Transfer Inspection) to assess whether the Facility:

(i) is safe, sound and operable and has been and is being efficiently operated and maintained by the Seller in accordance with its obligations under the Agreement;

(ii) satisfies the Transfer Requirements; and/or

(iii) has a productive remaining useful life.

(b) MEPE shall be entitled to require the Seller to jointly participate in any Transfer Inspection that it (or a third party nominee of MEPE) carries out.

(c) MEPE shall give the Seller at least [15] Business Days' advance notice in writing of the date on which it will commence a Transfer Inspection and whether or not it requires the Seller to jointly participate in such inspection.

(d) Where MEPE (or a third party nominee of MEPE) carries out a Transfer Inspection, MEPE shall use its reasonable endeavours to minimise any disruption to the Seller's performance of its obligations under the Agreement. The Seller shall afford MEPE or any third party nominee of MEPE all reasonable assistance required during the carrying out of the relevant inspection.

(e) If, following a Transfer Inspection, MEPE forms the view that:

(i) the Facility does not satisfy the Transfer Requirements; and/or

(ii) the Seller has not complied with or is not complying with any of its obligations under the Agreement with respect to the operation and maintenance of the Facility,then MEPE will:

(iii) notify the Seller of the work required to ensure that the Facility:

(A) is safe, sound and operable; and

(B) is brought up to the standards required by the Transfer Requirements,

(the Outstanding Work); and

(iv) specify a reasonable period within which the Seller must carry out the Outstanding Work.

(f) The Seller shall carry out the Outstanding Work within the period specified and any costs it incurs in carrying out such Outstanding Work shall be at its own expense.

4.5 Maintenance, Spare Parts and Consumables

(a) Prior to the Transfer Date, the Seller shall demonstrate to MEPE by means of records and, where possible, visual examination that all scheduled maintenance has taken place in accordance with the Agreement and the instructions and/or guidelines of the manufacturers or suppliers of equipment comprising the Facility.

(b) The Seller shall:

(i) prior to the Transfer Date, procure all spare parts set out in the Transfer Notice as those required in connection with the maintenance activities which are scheduled with respect to the Facility for the 12 month period following the Transfer Date; and

(ii) on the Transfer Date, transfer all such spare parts to MEPE in accordance with Section 13.3(a) of the Agreement.

(c) The Seller shall:

(i) prior to the Transfer Date, procure all consumables, chemicals and other

materials set out in the Transfer Notice as those required in connection with the operation of the Facility for the 3 month period following the Transfer Date; and

(ii) on the Transfer Date, transfer all such consumables, chemicals and other materials to MEPE in accordance with Section 13.3(a) of the Agreement.

4.6 The Seller's employees

(a) Offers

MEPE (or the subsequent operator nominated by MEPE) may, at any time during the Transfer Period by giving the Seller at least 20 Business Days' notice in writing, make an offer of employment (an Employment Offer) to any personnel of the Seller (as set out in the register of personnel submitted by the Seller pursuant to sub-paragraph 3.1(e)(ii) above) as it elects in its discretion, on MEPE's (or its nominee's) terms and conditions.

(b) Consultation and co-operation

(i) The Seller and MEPE must each:

(A) consult and co-operate with the other during the course of negotiations with any personnel of the Seller with respect to whom an Employment Offer has been made; and

(B) use reasonable endeavours to persuade all such personnel to accept such Employment Offers (provided that such terms are no less favourable than the relevant person's then-current terms).

(ii) The Seller must release or obtain the release from his or her employment of any personnel of the Seller who accepts an Employment Offer, such release to be effective on or prior to the end of the Transfer Period.

4.7 Transfer Security

(a) Within 20 Business Days of MEPE's notice under sub-paragraph 4.4(e) above, the Seller shall procure and deliver to MEPE a letter of credit, which:

(i) complies with the requirements set out in the definition of Seller Security; and

(ii) is in an amount equal to 150% of the estimated cost of the Outstanding Work (as calculated by MEPE (acting reasonably) and set out in MEPE's notice under sub-paragraph 4.4(e) above); and

(iii) secures:

(A) any amounts that the Seller owes to MEPE due to a failure by the Seller to comply with the requirements of Section 13 of the Agreement;

(B) any amounts that the Seller owes to MEPE pursuant to the provisions of this Schedule 21 (Transfer Procedure); and

(C) any other amounts that may be payable by the Seller to MEPE from time to time, (the Transfer Security).

(b) The Seller must maintain (or renew prior to expiry) the Transfer Security until the later of:

(i) the date which is 180 days after the Transfer Date; and

(ii) the date on which any amounts that are or may be payable by way of a drawing on the Transfer Security have been irrevocably paid in full.

5. CONDITION AT TRANSFER DATE

5.1 Testing

(a) The Seller shall, no later than 2 months prior to the Transfer Date, undertake:

(i) a Net Capacity Test; and

(ii) a Net Heat Rate Test,

with respect to each Generating Unit (the Transfer Test). The Net Capacity Test and the Net Heat Rate Test with respect to each Generating Unit shall be undertaken concurrently.

(b) If the results of the Transfer Test do not demonstrate that each Generating Unit satisfies the Transfer Requirements set out in sub-paragraphs 5.2(b) and (c) below then the Seller may repeat the Transfer Test until such a test demonstrates that each Generating Unit satisfies those requirements provided that:

(i) the Seller complies with sub-paragraphs 5.1(c) and (d) below with respect to each such repeated Transfer Test;

(ii) each of the tests comprising the Transfer Test are undertaken concurrently; and

(iii) the last day on which the Seller is entitled to repeat the Transfer Test is [□] Business Days prior to the Transfer Date (the Final Transfer Test Date).

(c) MEPE (and/or the MEPE Engineer) shall be entitled to attend and monitor or witness the Transfer Test and the Seller shall bear the costs and expenses of such tests (including any costs and expenses of MEPE and the MEPE Engineer of attending and monitoring or witnessing any such tests).

(d) The Seller shall give MEPE at least [□] Business Days' advance notice in writing of the date on which it will undertake the Transfer Test. *[Note: Arrangements will be finalised following final approval of testing schedule.]*

5.2 Condition of the Facility on the Transfer Date

(a) On the Transfer Date:

(i) the Facility shall:

(A) be safe, sound and operable and in a condition of repair, cleanliness and appearance that is consistent with Prudent Practice;

(B) be capable of operation in full compliance with all Laws, including any Laws relating to the environment;

(C) be able to safely and reliably accept Fuel supplies and deliver electricity to the Connection Point;

(ii) the Dependable Contracted Capacity of each Generating Unit (as tested in the Transfer Test) must be equal to or greater than 95% of the Dependable Contracted Capacity of that Generating Unit as tested in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above);

(iii) the Tested Net Heat Rate of each Generating Unit (as tested in the Transfer Test) must not exceed 105% of the Tested Net Heat Rate of that Generating Unit as tested in the immediately preceding Net Heat Rate Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above);

(iv) the Facility Site shall be free from contamination and the Seller shall have undertaken all remediation work required with respect to the Facility Site, including:

(A) with respect to all environmental waste and hazardous conditions;

(B) to ensure that the Seller has fully complied with Schedule 24 of the Agreement; and

(C) to ensure that the Facility Site is in compliance with the standards set out in Schedule 24 of the Agreement; and

(v) the Seller shall provide MEPE with a written summary of the condition of the Facility, including a complete listing of:

(A) any and all conditions that do or could impair the safe operation of the Facility or materially interfere with maximum power production from the Facility; and

(B) any other characteristics of the Facility that do not comply with the Transfer Requirements.

(b) The Seller represents and warrants that there are no other conditions or characteristics of the Facility that:

(i) do or could impair the safe operation of the Facility or materially adversely affect the performance of the Facility; and/or

(ii) do not comply with the Transfer Requirements.

(c) In addition to the requirements set out in sub-paragraph 5.2(a) above, the Seller shall ensure that:

(i) all buildings and structures within the Facility Site shall be free from rain damage and shall have been painted internally and externally on or after the date which is 3 years before the Transfer Date;

(ii) all metallic surfaces within the Facility Site, except stainless steel and galvanised steel, shall have been painted on or after the date which is 5 years before the Transfer Date;

(iii) the Facility Site shall be free from flora except that planted by the Seller;

(iv) all waste material shall have been removed from the Facility Site, and the Facility Site and the facilities within the Site shall be clean;

(v) all Seller's vehicles, lifting equipment and workshop machinery shall have been serviced on or after the date which is 12 months before the Transfer Date;

(vi) all fire protection and detection systems shall have been inspected and serviced on or after the date which is 6 months before the Transfer Date;

(vii) all pressure vessels and safety valves shall have been tested on or after the date which is 12 months before the Transfer Date and serviced to ensure that they are in compliance with the standards required by Prudent Practice and any applicable Governmental Authority; and

(viii) all HVAC and ventilation equipment shall be fully operational and shall have been serviced on or after the date which is 3 months prior to the Transfer Date.

5.3 Rectification and Liquidated Damages

(a) Rectification

In the event that the Facility fails to satisfy any of the Transfer Requirements, MEPE shall be entitled to rectify (or procure the rectification of) any such failure and call upon the Transfer Security to recover the costs of such rectification work. The Seller's aggregate liability in respect of any failure to satisfy any of the Transfer Requirements shall be limited to the amount of the Transfer Security.

(b) Liquidated Damages

(i) If the Final Test Transfer Date has passed and:

(A) the Dependable Contracted Capacity of a Generating Unit (as tested in the most recent Transfer Test) is less than 95% of the Dependable Contracted Capacity of that Generating Unit as tested in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above), the Seller must pay to MEPE, for each relevant Generating Unit, a sum equal to USD 400 per kW for the difference between the Generating Unit's Dependable Contracted Capacity (as tested in the most recent Transfer Test) and 95% of the Generating Unit's Dependable Contracted Capacity in the immediately preceding Net Capacity Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above) as liquidated damages; and

(B) the Tested Net Heat Rate of a Generating Unit (as tested in the most recent Transfer Test) exceeds 105% of the Tested Net Heat Rate of that Generating Unit as tested in the immediately preceding Net Heat Rate Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above), the Seller must pay to MEPE, for each relevant Generating Unit, a sum equal to USD 100,000 for each kJ/kWh by which the Tested Net Heat Rate of a Generating Unit (as tested in the most recent Transfer Test) exceeds 105% of the Tested Net Heat Rate of that Generating Unit as tested in the immediately preceding Net Heat Rate Test (that was not undertaken pursuant to sub-paragraph 5.1(a) above) as liquidated damages.

(ii) MEPE will not be required to refund any portion of the liquidated damages previously paid to MEPE pursuant to this sub-paragraph 5.3(b) in any circumstances, including in the case of subsequent rectification pursuant to this Schedule 21 (Transfer Procedure).

(iii) The Seller acknowledges and agrees that the liquidated damages set out in this sub-paragraph 5.3(b):

(A) are reasonable and appropriate measures of the damages for the delays or failures; and

(B) do not represent a penalty or consequential damages for losses sustained by MEPE or the Seller as a result of the failures.

6. TRANSFER DATE

6.1 Transfer

(a) The transfer of the Facility:

(i) must, in the event that the Seller is required under Section 13.1 of the Agreement to transfer the Facility to MEPE or a subsequent operator due to the expiry of the Term of the Agreement, take place in accordance with the provisions of Section 13 of the Agreement and this Schedule 21 (Transfer Procedure);

(ii) must, in the event that the Seller is required, under Schedule 23 (Termination) of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the early termination of the Agreement pursuant to Section 10.1, 10.2, 12.6 or 12.7 of the Agreement, take place in accordance with the provisions of Section 13.3 of the Agreement and this paragraph 6 of this Schedule 21 (Transfer Procedure); and

(iii) will be effective on and from the applicable Transfer Date.

(b) MEPE will be entitled to possession and control of the Facility on and from the

(c) Transfer Date. Subject to the Agreement:

(i) the Seller will be responsible for all costs and expenses (including any taxes) in connection with the Facility to the extent such costs and expenses relate to:

(A) the period up to and including the Transfer Date; and/or

(B) the transfer of the Facility in accordance with the provisions of Section 13 of the Agreement and this Schedule 21 (Transfer Procedure); and

(ii) MEPE will be responsible for all costs in connection with the Facility to the extent such costs relate to the period after the Transfer Date.

(d) On the Transfer Date:

(i) the Seller must deliver to MEPE:

(A) transfers of the Facility in favour of MEPE, and such other documents (if any) as are identified in the Transfer Procedure Manual as being necessary to give full effect to the transfer of title to the Facility, duly signed by the Seller; and

(B) all certificates, registrations, licences, documents of title and other instruments evidencing the ownership of the Facility; and

(ii) the Seller must demobilise its personnel and any equipment not required by MEPE in connection with the Facility from the Facility Site and give to MEPE vacant possession of the Facility.

(e) The Seller must ensure that, with effect from the Transfer Date, the Facility is free and clear of all liens and encumbrances and other third party interests and the Seller indemnifies and will hold MEPE harmless against any loss, cost, damage or other liability 6.2 incurred by MEPE as a result of the failure of the Seller to transfer title to the Facility

(f) free and clear of all liens and encumbrances and other third party interests.

On and after the Transfer Date, the Seller and MEPE will execute such documents and do such acts and things, in addition to those specifically contemplated in the Transfer Procedure Manual, as may reasonably be required by the other party to effect the transfer of the Facility, provided that each Party will be responsible for its own costs and expenses in complying with this sub-paragraph 6.1(f).

Outstanding matters

At least [□] Business Days prior to the Transfer Date, the Seller shall provide:

(a) a list of all of its suppliers and contractors (including under the supply, maintenance and services contracts that it has in place with respect to the operation and maintenance of the Facility) and agencies with which it is in contact, including full address and contact details.

(b) written evidence that:

(i) it has been in contact with all such suppliers, contractors and agencies to advise them of the Transfer of the Facility;

(ii) all payments due from the Seller to any such supplier, contractor and/or agency have been made; and

(iii) there are no existing or anticipated disputes between the Seller and any such supplier, contractor or agency; and

(c) if the Seller is not able to provide written evidence confirming the matters set out in subparagraph 6.2(b) above, full details of any matter that prevents the

Seller from doing so (together with any further information reasonably required by MEPE in connection with that matter).

7. SURVIVAL

The provisions of this Schedule 21 (Transfer Procedure) survive termination of the Agreement.

8. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having a connection with the compliance with this Schedule 21 (Transfer Procedure) shall be resolved in accordance with Section 14 of the Agreement.

SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U-Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 22

Approved Financial Institutions

The final financial institution is not confirmed yet; potential Finance institutions that have intention to the project so far are as follow:

- ICBC (Industrial and Commercial Bank of China)
- BOC (Bank of China)
- UOB (United Overseas Bank)
- CDB (China Development Bank)
- IFC (International Finance Corporation World Bank Group)
- DBS Bank Limited (Singapore Bank)

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(This schedule should be completed later for the reviewing of the MEPE.)

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SCHEDULES to PPA

Between

Myanma Electric Power Enterprise (MEPE)

And

U- Energy Thaketa Power Company Limited (The Seller)

SCHEDULE 23

Termination

SCHEDULE 23

TERMINATION

1. DEFINITIONS

1.1 Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Schedule 23 (Termination) is attached.

1.2 When used herein, the defined terms set forth below shall have the following meanings:

Account Balance means the aggregate amount of cash held by the Seller as of the Calculation Date, including cash in hand, balance held in any debt service reserve account, the net cash proceeds upon liquidation of any authorized investments made pursuant to the Financing Documents and the credit balance of any accounts maintained with any bank or other financial institution, whether inside or outside of Myanmar.

Calculation Date means the date that is 30 days prior to the applicable Transfer Date.

Equity means the capital of the Seller contributed or caused to be contributed by the Sponsors or their affiliates in respect of their investment in the Seller (including share capital, Shareholder Loans and Equity Bridge Loans) less any such amounts subsequently financed or refinanced as Senior Debt.

Equity Bridge Loans means indebtedness for principal borrowed by the Seller from a third party and guaranteed by a Sponsor or affiliate of a Sponsor which by its terms is subordinated to any indebtedness for borrowed money incurred by the Seller under any Financing Document.

Equity Distributions means any amounts distributed by the Seller prior to the Calculation Date in respect of Equity in the form of dividends or payments of interest or principal.

Foregone Return on Equity means an annual return of fifteen percent (15%) (nominal), calculated annually in respect of full calendar years and pro rata in respect of partial calendar years(in each case without compounding), on the Sponsors' Actual Equity Contributions for the shorter of the following periods:

(a) the period starting on the Calculation Date and ending on the date which is three calendar years after the Calculation Date; and

(b) the period of time equal to the number of calendar years or partial calendar years between the Calculation Date and the date which is the later of: (i) the date of the 22nd anniversary of the Phase 1 Commercial Operation Date of the First Generating Unit; and (ii) the date which is the last day of the Term as extended pursuant to Section 9.3 or 9.5 of the Agreement.

Foreign Exchange Rate Swap Breakage Costs means any costs incurred by the Seller in connection with any foreign exchange rate swap agreement related to the EPC

Contract as a result of a breakage of such foreign exchange rate swap agreements occasioned by a termination of the Agreement, provided that any positive payments received by the Seller in connection with the breakage of such foreign exchange rate swap agreements shall be applied in reduction of the amount of the relevant purchase price calculated in accordance with the provisions of this Schedule 23 (Termination).

Interest Rate Swap Breakage Costs means any costs due to or on behalf of the Financing Parties to the extent payable under the Financing Documents or under agreements entered into by the
Seller in connection with the Financing Documents with respect to Senior Debt as a result of a breakage of interest rate swap arrangements occasioned by a termination of the Agreement, provided that any positive payments received by the Seller in connection with the breakage of such interest rate swap arrangements shall be applied in reduction of the amount of the relevant Purchase Price calculated in accordance with the provisions of this Schedule 23 (Termination).

Senior Debt means indebtedness incurred by the Seller under the Financing Documents other than indebtedness constituting Equity.

Senior Debt Component means the total amounts required to pay or settle the outstanding amounts payable by the Seller as Senior Debt and interest due and payable on the Calculation Date less the Account Balance.

Shareholder Loans means indebtedness for principal borrowed by the Seller from a Sponsor or any affiliate of a Sponsor which by its terms is subordinated to any indebtedness for borrowed money incurred by the Seller under any Financing Document.

Sponsors' Actual Equity Contributions means the aggregate amounts of Equity actually contributed or caused to be contributed by the Sponsors or their Affiliates to the Seller as of the Calculation Date.

Sponsors' Contingent Equity Commitment means the amounts of Equity which may be required to be contributed to the Seller in addition to Sponsors' Equity Commitment in accordance with the Financing Documents.

Sponsors' Equity Commitment means the maximum amount that may be required by the Financing Documents or any shareholder agreement to be paid by or on behalf of all the shareholders of the Seller for shares of the Seller.

Termination Costs means:

(a) all income, receipts, sales, value added, transfer, property or other taxes and any other costs imposed on the Seller by a Governmental Authority as a result of termination of the Agreement, transfer of the Seller's right, title and interest in the Project to MEPE and payment of the purchase price therefore;

(b) all amounts payable by the Seller with respect to the termination costs for the termination of the EPC Contract up to a maximum of ten million dollars (USD10,000,000);

(c) all amounts outstanding and payable by the Seller to the EPC and/or O&M contractor upon termination of the EPC Contract and/or O&M contract with respect to work completed by the EPC or O&M contractor and not yet paid for by the Seller

and for which no Senior Debt or Equity has been drawn;

(d) interest period breakage costs under the Financing Documents;

(e) accrued commitment fees, prepayment premiums and prepayment penalties under the Financing Documents;

(f) Interest Rate Swap Breakage Costs; and

(g) Foreign Exchange Rate Swap Breakage Costs in case of termination prior to the Project Commercial Operation Date.
Termination Date means the date set out in the relevant Termination Notice as the date on which the Agreement terminates.

Termination Notice means (as applicable):

(a) a notice from the Seller to MEPE pursuant to Section 10.1.2 or Section 12.6 of the Agreement; and

(b) a notice from MEPE to the Seller pursuant to Section 10.2.2 or Section 12.6 of the Agreement.

2. PURCHASE PRICE

2.1 Termination for SellerEvent of Default

(a) If MEPE terminates the Agreement pursuant to Section 12.2.2 of the Agreement, MEPE may within120 Business Days from the date on which it issues the relevant Termination Notice (Decision Period) issue the Seller with a notice confirming that MEPE will purchase all of the Seller's rights, title and interest in the Project (Purchase Notice).

(b) If, within the Decision Period, MEPE issues a Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's rights, title and interest in the Project then:

(i) the parties must comply with the provisions of Schedule 21 (Transfer Procedure) and Section 13 of the Agreement; and

(ii) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to:

(A) the Senior Debt Component; *less*

(B) the greater of:

I. the Sponsors' Equity Commitment *minus the* Sponsors' Actual Equity Contributions; and

II. zero.

(c) Without limiting any other remedy available to MEPE, if MEPE does not issue Purchase Notice within the Decision Period, MEPE will be deemed to have waived its option to purchase the Project pursuant to sub-paragraph 2.1(a) above.

(d) If MEPE does not issue a Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's rights, title and interest in the Project, the Seller shall not transfer the Facility to MEPE upon early termination of the Agreement pursuant to this sub-paragraph 2.1.

2.2 Termination for MEPE Event of Default or Force Majeure

(a) If, prior to the Project Commercial Operation Date:

(i) the Seller terminates the Agreement pursuant to Section 10.1.2 or Section 12.6.1(a)(ii) of the Agreement; or
(ii) MEPE terminates the Agreement pursuant to Section 12.6.1(a)(ii) or Section 12.6.2(a) of the Agreement,

then:

(iii) the parties must comply with the provisions of Schedule 21 (Transfer Procedure) and Section 13 of the Agreement; and

(iv) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to:

(A) the Senior Debt Component; *plus*

(B) the sum of:

I. the lesser of:

(x) the Sponsors' Actual Equity Contribution; and

(y) the sum of the Sponsors' Equity Commitment *plus* the Sponsors' Contingent Equity Commitment; and

II. a return on Equity, equal to a rate of fifteen percent. (15%) (nominal) per annum, calculated on the Sponsors' Actual Equity Contributions compounded annually from the date of each such Sponsors' Actual Equity Contribution to the earlier of (i) the Calculation Date and (ii) the date of financing or refinancing of such Sponsors' Actual Equity Contribution as Senior Debt; fcss

(C) Equity Distributions.

(b) If, on or after the Project Commercial Operation Date:
(i) the Seller terminates the Agreement pursuant to Section 10.1.2 of the Agreement; or
(ii) MEPE terminates the Agreement pursuant to Section 12.6.2.(b) of the Agreement, then:
(iii) the parties must comply with the provisions of Schedule 21 (Transfer Procedure) and Section 13 of the Agreement; and

(iv) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to the sum of:

(A) the Senior Debt Component; and

(B) the greater of

I. zero; and

II. the amount equal to:

$$(DC/CC * (A + B)) - Z$$

where:

DC = aggregate Dependable Contracted Capacity of the Facility immediately prior to the Calculation Date, provided that if DC determined in accordance with the Agreement (including Schedule14)has been or is reduced (i) as the result of a Force Majeure (other than a Governmental Force Majeure) event and such reduction in DC can be corrected within a reasonable period of time in accordance with Prudent Practices, DC as so determined, shall be adjusted equitably to the level of aggregate Dependable Contracted Capacity the Facility would be capable of achieving after such correction, or (ii) as a result of a Governmental Force Majeure event or a MEPE Event of Default, DC shall equal CC;

CC= aggregate Contracted Capacity for the Facility for the Contract Year in which the Calculation Date occurs;

A = Sponsors' Actual Equity Contributions;

B = Foregone Return on Equity; and

Z = any additional cost of operating the Facility with respect to Fuel consumption for a period of three years after the Termination Date if the most recent Tested Net Heat Rate demonstrates a Tested Net Heat Rate that exceeds the Contracted Net Heat Rate, where such additional cost shall be determined by an Expert appointed in accordance with Section 14.2 of the Agreement (Expert determination).

(c) Termination for Force Majeure

(i) If:

(A) the Seller terminates the Agreement pursuant to Section 12.6.1(a)(i) or Section 12.6.1(b) (including pursuant to Section 12.7.4; or

(B) MEPE terminates the Agreement pursuant to Section 12.6.1(a)(i) or Section 12.6.1.(b) (including pursuant to Section 12.7.4,

Then MEPE may within120 Business Days from the date on which the relevant Termination Notice is issued (the FM Decision Period) issue the Seller with a notice confirming that MEPE will purchase all of the Seller's rights, title and interest in the Project (a FM Purchase Notice).

(ii) If, within the FM Decision Period, MEPE issues a FM Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's rights, title and interest in the Project then:

(A) the parties must comply with the provisions of Schedule 21 (Transfer Procedure) and Section 13 of the Agreement; and

(B) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's rights, title and interest in the Project for a purchase price equal to the :

I. the Sponsors' Actual Equity Contributions; *plus*

II. the Senior Debt Component; *minus*

III. Equity Distributions

(iii) Without limiting any other remedy available to MEPE, if MEPE does not issue a FM Purchase Notice within the FM Decision Period, MEPE will be deemed to have waived its option to purchase the Project pursuant to sub-paragraph 2.1(c) above.

(iv) If MEPE does not issue a FM Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's rights, title and interest in the Project, the Seller shall not transfer the Facility to MEPE upon early termination of the Agreement pursuant to this sub-paragraph 2.2(c).

2.3 Calculation of Purchase Price

(a) Subject to sub-paragraph 2.3(b) below, MEPE will be responsible for the calculation of the purchase price under this Schedule 23(Termination) within 10Business Days of the Calculation Date.

(b) The Seller will be responsible for the calculation of the purchase price under this Schedule 23 (Termination) in the circumstances described in sub-paragraph 2.2(a)(i) or sub- paragraph2.2(b)(i)within 10Business Days of the Calculation Date.

(c) In calculating the amounts payable pursuant to this Schedule 23 (Termination), there shall be no double-counting of any components or sub-components making up any such amounts.

2.4 Payment of Purchase Price

(a) All amounts payable pursuant to this Schedule 23 (Termination) must be:

(i) calculated and paid in USD; and

(ii) paid in immediately available funds on the Transfer Date, provided that all of the Seller's right, title and interest in the Project is transferred concurrently to MEPE in strict compliance with Section 13 of the Agreement

and Schedule 21 (Transfer Procedure).

(b) If interest on any amount(s) payable pursuant to this Schedule 23 (Termination) has been awarded pursuant to Section 10 of the Agreement, such interest will be payable on the relevant amount(s) at the Default Rate from the Transfer Date to the date of payment or as otherwise agreed between MEPE and the Seller.

(c) Notwithstanding any other provisions in the Agreement or this Schedule 23 (Termination), neither party shall be entitled to recover compensation or make a claim under the Agreement or this Schedule 23 (Termination) in respect of any losses that it has incurred or costs that it will incur to the extent that it has already been compensated in respect of those losses or those costs pursuant to the Agreement, this Schedule 23 (Termination) or otherwise (including pursuant to any insurances maintained by the Seller in respect of the Project

3. ADDITIONAL ADJUSTMENT

3.1. Termination Costs

(a) All Termination Costs shall be borne by the Seller in the event MEPE terminates the Agreement pursuant to Section 10.2.2 of the Agreement or either Party terminates the Agreement pursuant to Section 12.6.1(a)(i), Section 12.6.1(b) or pursuant to Section 12.6 as a consequence of Clause 14.7 of the Agreement.

(b) All Termination Costs shall be borne by MEPE in the event the Seller terminates the Agreement pursuant to Section 10.1.2 or Section 12.6.1(a)(ii) of the Agreement or MEPE terminates the Agreement pursuant to Section 12.6.1(a)(ii) or Section 12.6.2 of the Agreement.

(c) The Seller and MEPE agree to give effect to the transfer of the Seller's rights, title and interests in the Project and payment of the purchase price by MEPE in such manner so as to minimize Termination Costs, including, as appropriate, by means of transfer of Equity of the Seller subject to the Financing Documents.

3.2. Transfer Payment Adjustment

(a) MEPE may at any time deduct from any amount payable to the Seller pursuant to this Schedule 23 (Termination):

(i) subject to sub-paragraph 3.2(c) below, any moneys that the Seller becomes liable to pay to, or for the account of, MEPE on any account whatsoever in connection with the Project; and

(ii) an amount equal to insurance proceeds that have been received (or receivable but unpaid) by the Seller on or before the Termination Date in respect of any event that gave rise or contributed to the termination of the Agreement *less* the sum of the following amounts:

(A) the amount of those insurance proceeds that have been applied toward the repair, reconstruction or replacement of the Facility pursuant to Section 20

(B) the amount of those insurance proceeds that have been applied

toward repayment of Senior Debt; and

(C) the amount of those insurance proceeds that have been deducted under Section 12.4.5(b) of the Agreement from payments otherwise due to the Seller in accordance with Section 12.4.3 or 12.4.4 of the Agreement.

(b) MEPE will provide the Seller with reasonable details of the basis on which it is deducting any amount under sub-paragraph 3.2(a).

(c) MEPE shall not be entitled to deduct any amount pursuant to sub-paragraph 3.2(a)(i) from any payment to the Seller following Financial Close if such deduction would reduce the amount payable to the Seller in connection with the termination of the Agreement to an amount less than the Senior Debt Component

4. EFFECT OF TERMINATION

4.1. Effect of Termination Notice

(a) Subject to sub-paragraph 4.1(b) below, following the serving of a Termination Notice:

(i) the Seller will continue to perform its obligations under the Agreement until the Termination Date; and

(ii) MEPE will continue to pay the Seller pursuant to the terms of the Agreement, until the Termination Date.

(b) Except in the circumstances that the Seller has terminated the Agreement pursuant to Section 10.1.2 of the Agreement, MEPE may require the Seller to continue to perform its obligations under the Agreement during the period between the Termination Date and the Transfer Date by:

(i) if MEPE terminates the Agreement, notifying the Seller of that requirement in the relevant Termination Notice; or

(ii) if the Seller terminates the Agreement, issuing a written notice to the Seller notifying it of that requirement within 14 days of receiving the relevant Termination Notice from the Seller.

(c) If MEPE issues a notice under paragraph (b) above notifying the Seller to continue to perform its obligations under the Agreement during the period between the Termination Date and the Transfer Date:

(i) the Seller shall continue to perform its obligations under the Agreement until the Transfer Date; and

(ii) MEPE shall continue to pay the Seller pursuant to the terms of the Agreement, until the Transfer Date.

4.2. Termination Date

Subject to sub-paragraph 4.1(b) above and sub-paragraph 4.3 below, on and from the Termination Date:

(a) the Agreement will terminate and the Seller will cease to perform its

obligations under it; and

(b) MEPE will cease to pay Capacity Payments and Energy Payments for any period after the Termination Date, but will, if and when required, pay the Seller any amounts payable under paragraph 2, sub-paragraph 3(b) and sub-paragraph 4.1(b) of this Schedule 23 (Termination).

4.3 Continuing obligations

Except as otherwise expressly provided in the Agreement or as already taken into account in the calculation of any payment on termination under this Agreement:

(a) expiry or termination of this Agreement shall be without prejudice to any accrued rights or obligations under this Agreement as at the Termination Date; and

(b) expiry or termination of this Agreement shall not affect the continuing rights and obligations of MEPE and the Seller under any provision of the Agreement that:

(i) relates to or is in connection with:

(A) MEPE's rights to set-off and recover money;

(B) confidentiality;

(C) any indemnity or Seller Security; or

(D) any right arising on termination;

(ii) is expressed to survive termination;

(iii) is required to give effect to such termination or the consequences of such termination; or

(iv) by implication from its nature is intended to survive termination.

5. STEP-IN RIGHTS

Nothing in this Schedule 23 (Termination) limits or affects MEPE's rights and remedies under Section 10.3 (Step-in Rights) of the Agreement.

6. SURVIVAL

The provisions of this Schedule 23 (Termination) survive termination of the Agreement.

7. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having a connection with the compliance with this Schedule 23 (Termination) shall be resolved in accordance with Clause 16 of the Agreement.

UREC ENERGY INTERNATIONAL CO., LTD

PROFILE OF

1. NAME：UREC ENERGY INTERNATIONAL CO.,LTD
2. REGISTERED DATE : 18th June.2013
3. REGISTERED PLACE : Hong Kong，the Republic of China
4. REGISTRATION NO. : 61610567-000-06-13-8
5. NATIONALIT: Hong Kong, China,
6. ADDRESS: Unit C 16/F,CNT tower 338 Hennessy Rd,Wan Chai,Hong Kong
7. BUSINESS EXPERIENCES : Investment, trade and related services

For and on behalf of
UREC ENERGY INTERNATIONAL Co., Ltd

Mr. Guan Yukun
Managing Director

UREC ENERGY INTERNATIONAL CO., LTD

PROFILE OF

1. NAME : Department of Electric Power
2. REGISTERED DATE :.
3. REGISTERED PLACE : Building NO.27,Nay Pyi Taw, Myanmar
4. REGISTRATION NO. :
5. NATIONALIT: The Republic of the Union of Myanmar
6. ADDRESS: Building NO.27,Nay Pyi Taw, Myanmar
7. BUSINESS EXPERIENCES : Government Department

For and on behalf of
Department of Electric Power Planning

(Director General)
Managing Director
Daw Mi Mi Khaing

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှု ဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ ၀၁ - ၆၅၇၈၉၁
📠 ၀၁ - ၆၅၈၁၃၅

စာအမှတ်၊ရက - ၁၀/၁ /၂၀၁၆ (၁၀၈၇၆)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် ဇန်နဝါရီလ ၁၉ ရက်

သို့

Mr. Guan Yukun
Director
U Energy Thaketa Power Co., Ltd.
No. 35, Pyay Road, 7 Quarter, Mayangone Township, Yangon.

အကြောင်းအရာ။ **ကုမ္ပဏီမှတ်ပုံတင် လက်မှတ်ထုတ်ပေးခြင်း**

၁။ ဖက်စပ်ကုမ္ပဏီ ယူ အင်နာဂျီ သာကေတပါဝါ ကုမ္ပဏီ လီမိတက်(U Energy Thaketa Power Co., Ltd) မှ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေနှင့် ၁၉၅၀ ပြည့်နှစ် အထူးကုမ္ပဏီ အက်ဥပဒေနှင့်အညီ မှတ်ပုံတင်ခွင့် လျှောက်ထားခဲ့ရာ၊ ဤရုံးတွင်း မှတ်ပုံတင်အမှတ် - ၇ ဂျေဗွီ / ၂၀၁၅-၂၀၁၆ ဖြင့် (၁၅-၁-၂၀၁၆) ရက်နေ့၌ ပေးရန်တာဝန်ခံဝေကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီအဖြစ် မှတ်ပုံတင်ထားပြီး ဖြစ်ပါ၍ ဤကုမ္ပဏီမှတ်ပုံတင် လက်မှတ်ကို ထုတ်ပေးလိုက်သည်။

၂။ အဆိုပါ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေအရ ဖက်စပ် ကုမ္ပဏီ ယူ အင်နာဂျီ သာကေတပါဝါ ကုမ္ပဏီ လီမိတက် (U Energy Thaketa Power Co., Ltd) အမည်ကို တရားဝင်အသုံးပြုရန် အတွက်သာ ထုတ်ပေးခြင်းဖြစ်ပြီး၊ သင်းဖွဲ့မှတ်တမ်း ရည်ရွယ်ချက်ပါ လုပ်ငန်းများကို လုပ်ကိုင်ခွင့်ပေးခြင်း မဟုတ်ပါ၊ သို့ဖြစ်ပါ၍ ယင်းလုပ်ငန်းများကို လုပ်ကိုင် ဆောင်ရွက်ရာတွင် တည်ဆဲဥပဒေစည်းမျဉ်း စည်းကမ်း များနှင့်အညီ လိုက်နာဆောင်ရွက် ကြရန် ဖြစ်ကြောင်း သိသာပါရန် ဖော်ပြပါသည်။

၃။ ဤဖက်စပ်ကုမ္ပဏီမှ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေအရ တည်ထောင်ခွင့်ပြုပြီးသော ကုမ္ပဏီဖြစ်သည့်အလျောက် ယင်းဥပဒေအရ ပူးတွဲပါအချက်အလက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ရန် ဖြစ်ကြောင်း ဖော်ပြပါသည်။

၄။ ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်၏ သက်တမ်းသည် (၅) နှစ်သာ ဖြစ်ပါသည်။ သက်တမ်း မကုန်ဆုံးမီ (၃) လ အလိုတွင် သက်တမ်းတိုးရန် ဤဦးစီးဌာနသို့ တင်ပြလျှောက်ထားရမည် ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ
မျှောစာတွဲ

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
COMPANIES REGISTRATION OFFICE

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ၇ ဂျေဗွီ / ၂၀၁၅-၂၀၁၆

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ယူ အင်နာဂျီ သာကေတ ပါဝါ ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီ လ၊ ၁၅ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. 7 JV of 2015-2016

I hereby certify that U ENERGY THAKETA POWER COMPANY LIMITED. is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Yangon this FIFTEENTH day of JANUARY, TWO THOUSAND AND SIXTEEN.

For Director General
(Nilar Mu - Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်(၁၅-၁-၂၀၁၆)မှ (၁၄-၁-၂၀၂၁) ရက်နေ့အထိ (၅)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်းမကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

DICA
Directorate of Investment and Company Administration

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှု ဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ ၀၁ - ၆၅၇၈၉၁
📠 ၀၁ - ၆၅၈၁၃၅

စာအမှတ်၊ရက - ၁၀/၁ /၂၀၁၆ (၀၀၈၇၅)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် ဇန်နဝါရီလ ၁၉ ရက်

သို့

Mr. Guan Yukun
Director
U Energy Thaketa Power Co., Ltd.
No. 35, Pyay Road, 7 Quarter, Mayangone Township, Yangon.

အကြောင်းအရာ။ **ဖက်စပ်ကော်ပိုရေးရှင်း / ဖက်စပ်ကုမ္ပဏီ လီမိတက်များ မှတ်ပုံတင်လက်မှတ် ထုတ်ပေးခြင်းနှင့် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာဆောင်ရွက်ရန်ကိစ္စ**

၁။ ဖက်စပ်ကုမ္ပဏီ ယူ အင်နာဂျီ သာကေတပါဝါ ကုမ္ပဏီ လီမိတက် (U Energy Thaketa Power Co., Ltd) မှ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေနှင့် ၁၉၅၀ ပြည့်နှစ် အထူးကုမ္ပဏီ အက်ဥပဒေနှင့်အညီ မှတ်ပုံ တင်ခွင့် လျှောက်ထားခဲ့ရာ၊ ဤရုံးတွင်း မှတ်ပုံတင်အမှတ် - ၇ ဂျေဗွီ / ၂၀၁၅-၂၀၁၆ ဖြင့် (၁၅-၁-၂၀၁၆) ရက်နေ့၌ ပေးရန်တာဝန်ခွဲဝေကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီအဖြစ် မှတ်ပုံတင်ထားပြီး ဖြစ်ပါ၍ ဤကုမ္ပဏီမှတ်ပုံတင် လက်မှတ်ကို ထုတ်ပေးလိုက် သည်။

၂။ ကုမ္ပဏီသည် သင်းဖွဲ့စည်းမျဉ်းတွင် လိုက်နာမည်မဟုတ်ကြောင်း ဖော်ပြထားသည့် အချက်များမှလွဲ၍ မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပါ အောက်ပါအဓိက ပြဋ္ဌာန်းချက်များကို တိကျစွာ လိုက်နာဆောင်ရွက်ကြရမည် ဖြစ်ပါသည်-

(က) ကုမ္ပဏီ၏အစုရှယ်ယာများကို ငွေသားဖြင့်ဖြစ်စေ၊ အခြားနည်းဖြင့်ဖြစ်စေ ခွဲဝေ ရောင်းချတိုင်း မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ - ၁၀၄ ပါ ပြဋ္ဌာန်းချက် နှင့်အညီ ရောင်းချသည့်နေ့မှ တစ်လအတွင်း ပုံစံ(၆)ဖြင့် မှတ်ပုံတင်ကြေး ငွေ ကျပ် ၂၅၀၀/- ပေးသွင်းပြီး မှတ်ပုံတင်ရန်

(ခ) ကုမ္ပဏီဖွဲ့စည်းပြီးနောက် ကုမ္ပဏီ၏မန်နေဂျင်းဒါရိုက်တာ၊ ဒါရိုက်တာ၊ မန်နေဂျာများ ခန့်အပ်တာဝန်ပေးခြင်း၊ နုတ်ထွက်ခြင်း၊ အခါအားလျော်စွာ နေရပ်လိပ်စာ အပါအဝင် ပြောင်းလဲခြင်းများအားလုံးကို ကုမ္ပဏီအက်ဥပဒေ ပုဒ်မ - ၈၇ အရ သတ်မှတ်ပုံစံ (၂၆) ဖြင့် ခန့်အပ်မှု၊ ပြောင်းလဲမှု ဖြစ်သည့်နေ့မှ (၁၄) ရက် အတွင်း မှတ်ပုံတင်ကြေးငွေ ကျပ် ၂၅၀၀/- ပေးသွင်းပြီးတင်သွင်းရန်။

(ဂ) ကုမ္ပဏီ၏ တည်နေရာ၊ လုပ်ငန်းခွဲတည်နေရာ ပြောင်းလဲမှု ဖြစ်ပေါ်သည့်အခါ တိုင်း၊ ပြောင်းလဲသည့်နေ့မှ (၂၈) ရက်အတွင်း မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ ပုဒ်မ - ၇၂ ပါ ပြဋ္ဌာန်းချက်များ နှင့်အညီ မှတ်ပုံတင်ကြေးငွေ ကျပ်၂၅၀၀/- ပေးသွင်းပြီး မှတ်ပုံတင်ရန်။

(ဃ) ကုမ္ပဏီ၏ စာရင်းစစ်ခန့်ထားနိုင်ရေးအတွက် အရည်အချင်းမီသော စာရင်းစစ် ရွေးချယ်၍ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ - ၁၄၅ (က) အရ လိုက်နာ ဆောင်ရွက်ရန်၊ ယခင် ကုန်သွယ်ရေးဝန်ကြီးဌာနနှင့် ဖက်စပ်ဖွဲ့စည်းထားသော ဖက်စပ် ကော်ပိုရေးရှင်း / ဖက်စပ်ကုမ္ပဏီ လီမိတက်များ အနေဖြင့် ယင်းဝန်ကြီး ဌာနသို့ တိုက်ရိုက်အဆိုပြုတင်သွင်းရန်နှင့် အခြားဝန်ကြီးဌာနများနှင့် ဖက်စပ် ပြု ဖွဲ့စည်းထားသော ဖက်စပ်ကုမ္ပဏီလီမိတက်အနေဖြင့် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန၊ ကုမ္ပဏီများညွှန်ကြားမှုဌာနသို့ အဆိုပြု တင်ပြရန်။

(င) ပထမအကြိမ် အထွေထွေအရပ်ရပ်အစည်းအဝေးကို မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ - ၇၆ အရ ကုမ္ပဏီမှတ်ပုံတင်ခွင့်ပြုသည့်နေ့မှ (၁၈) လ အတွင်း လည်းကောင်း၊ နောင်လာမည့်နှစ်များအတွက် အစည်းအဝေးကို ပြက္ခဒိန်နှစ်တိုင်း (၁၅ လ ထက် မကျော်လွန်စေဘဲ) တစ်ကြိမ်ကျင်းပရန်နှင့် အစည်းအဝေး ကျင်းပပြီး သည့် နေ့မှ (၂၁) ရက်အတွင်း မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ - ၃၂ အရ ကုမ္ပဏီ၏ရင်းနှီးငွေနှင့် အစုရှယ်ယာအခြေအနေအကျဉ်းချုပ်၊ အစု ရှယ်ယာနှင့် ဒါရိုက်တာ အပြောင်းအလဲစာရင်းများကို သတ်မှတ်ပုံစံ - "င" (Form E) ဖြင့် တင်သွင်းရန် (အများနှင့် မသက်ဆိုင် သောကုမ္ပဏီအနေဖြင့် အစုရှယ်ယာရှင်စာရင်းနှင့် နှစ်ချုပ်ရှင်းတမ်းများကိုပါ တင်ပြရန်) ဖြစ်ပါသည်။

၃။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် ပျက်ကွက်ခြင်းများနှင့် စပ်လျဉ်းပြီး ကင်းလွတ်ခွင့်ပေးခြင်း (သို့မဟုတ်) လျှော့ပေါ့စဉ်းစားခြင်းများကို ပြုလုပ်ရန် ဤဌာနတွင် အခွင့်အာဏာပေးထားခြင်းမရှိသဖြင့်၊ စီရင်ပိုင်ခွင့်ရှိသော တရားရုံးများကသာလျှင် စီရင်ချက်ချမှတ်နိုင်ပါသည်။ သို့ပါ၍ အထက်အပိုဒ် (၂) ပါ သတ်မှတ်ချက်များကို တိကျစွာ လိုက်နာကြပါရန်နှင့် မှတ်ပုံတင်ရန် တင်သွင်းသည့်အခါတိုင်း မှတ်ပုံတင်ကြေးငွေ ကျပ် ၂၅၀၀၀/- ရေးသွင်းကာ မှတ်ပုံတင်ရန် အသိပေးအကြောင်းကြားအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ
မျှောစာတွဲ

Form (I)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No:
Date:

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoters:-

(a)	Name	Mr.Guan Yukun
(b)	Father's Name	-
(c)	ID No./Passport No.	G61226752
(d)	Citizenship	Chinese
	(i) Address in Myanmar	No.30(A),Mana whari road Dagon 1119.Yangon
	(ii) Residence abroad	175#Beijing Rd, Yunnan Foreign Trade Building Kunming, Yunnan, China
(f)	Name of Principle Organization	UREC Energy International Co., Ltd
(g)	Type of Business	Import and Export of Machinery, Equipment, Instruments, Meters; Border Trade; Transit Trade; Sino-foreign Joint Venture; Processing with Drawings, Samples and Materials; Domestic Trade; Overseas Engineering Contracting & Supply; Foreign Economic Cooperation.
(h)	Principle Company's Address:	Unit C, 16th FL., CNT Tower, 338 Hennessy Road, Wanchai, Hong Kong

2. If the investment business is formed under Joint Venture, partners':-

(a)	Name	Daw Mi Mi Khaing
(b)	Father's Name	Director General
(c)	ID/NRC No./Passport No.	12/DA KHA NA(N) 039523
(d)	Citizenship	Republic of Myanmar
(e)	Address:	
	(i) Address in Myanmar	Office Building No.27 Nay Pyi Taw

	(ii) Residence abroad	
(f)	Principle Company	Department of Electric Power Planning (DEPP)
(g)	Type of Business	Electric Power Construction
(h)	Principle Company's Address:	Office Building No.27 Nay Pyi Taw

Remarks: The following documents shall be submitted relating to the above paragraph (1) and (2):-

(1) Company Registration Certificate (Copy);

(2) National Identification Card (Copy) and Passport (Copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

(already provide)

3. Type of proposed investment business:-

(a)	Manufacturing	Gas Fired Combined Cycle Power Plant
(b)	Service Business related with manufacturing	Supply and sale Electric Power
(c)	Service	
(d)	Others	

Remarks: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a)	One hundred percent	-
(b)	Joint Venture:	
	(i) Foreigner and Citizen	-
	(ii) Foreigner and Government Department/Organization	Foreigner 97% owned by Foreign side Government 3% owned by Department of Electric Power (New company name: U Energy Thaketa Power Co., Ltd
(c)	By Contract based:	
	(i) Foreigner and Citizen	
	(ii) Foreigner and Government Department/Organization	

Remarks: The following information shall be submitted relating to the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;

(already provide the information sheet)

(ii) Joint Venture Agreement (Draft) and recommendation of Attorney

General's Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

(refer to JVA draft attachment)

5. Information related to Company incorporation

(a)	Authorized Capital	$200,000.00
(b)	Type of Share	Joint-stock company
(c)	Number of Shares	10,000 shares

Remarks: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to Capital of the investment business

(a)	Amount/Percentage of local capital to be contributed	Government's contribution amount: $ Zero
(b)	Amount/Percentage of Foreign capital to be brought in	contribution amount of Foreign side: $125,672,000.00/100%
	Total	$125,672,000.00/100%

Remark: Government's contribution amount shall be subscribed by UREC Energy International Co., Ltd. 100% of total investment amount shall be subscribed by UREC Energy International Co., Ltd.

(c)	(Annual/period) of Proposed capital to be contributed	Total $ 125,672,000 within 2 years after receiving MIC Permit
(d)	Last date of capital to be contributed	within 2 years after receiving MIC Permit
(e)	Proposed duration of Investment	30 Years
(f)	Commencement date of Construction	2 years after receiving MIC Permit
(g)	Construction Period	2 years after set up of JV Company

Remarks: Describe with annexure if it is required for the above Para 6(c)

7. Detail list of foreign capital to be brought in-

		Foreign Currency (Million)	Equivalent Estimated Kyat (Million) 1 US$ = 1,000 Kyats
(a)	Foreign Currency (Type of Currency and Amount)	$0.15	150.00
(b)	Value of Machinery and Equipments	$ 72.799	72,799.00

	(to enclose detail list)		
(c)	Value of initial Raw Materials and Other Materials (to enclose detail list)	-	
(d)	Value of Licence, Intellectual Property, Industrial Design, Trade Mark, Patent, etc	$5.459	5,459.00
(e)	Value of Technical know-how	-	
(f)	Others	-	
(g)	Construction cost	$42.897	42,897.00
(h)	Interests in Construction Period	$4.367	4,367.00
	Total	$125.672	125,672.00

Remarks: The evidence of permission shall be submitted for the above para 7(d) and (e).

8. Detail list of Local capital to be contributed-

		Kyat (Million)
(a)	Amount	contribution from local side (Government side)
(b)	Value of Machinery and Equipments (to enclose detail list)	0
(c)	Rental charges for building/land	0
(d)	Cost of building construction	0
(e)	Value of Furniture and Assets (to enclose detail list)	0
(f)	Value of initial Raw Material (to enclose detail list)	0
(g)	Others	0
	Total	0

Remark: Government enjoy 3% shares of power plant without contribution any capital.

9. Particulars about the investment business-

(a) Investment Location(s)/Place: Thaketa Township, Yangon, Republic of Myanmar

(b) Type and area requirement for Land or Land and Building

(i) Location: Thaketa Township

(i) Number of Land/Building area: 40,975.353sq.m

(iii) Owner of the Land

(aa) Name/Company/Department: Myanmar Electric Power Enterprise (MEPE)

(bb) National Registration No.

(cc) Address	Office Building No.27 Nay Pyi Taw,Myanmar
(iv) Type of Land	State owned land
(v) Period of Land lease contract	30 years
(vi) Lease Period	From 2017 To 2046 (30) year
(vii) Lease Rate	
(aa) Land	US$ 1 per square meter per year
(bb) Building	-
(viii)Ward	
(ix) Township	Thaketa
(x) State/Region	Yangon
(xi) Lessee	
(aa) Name/Name of Company/ Department	U Energy Thaketa Power Co., Ltd
(bb) Father's Name	-
(cc) Citizenship	-
(dd) Passport No.	-
(ee) Residence Address	Thaketa Township,Yangon

Remarks: Following particulars shall be submitted relating to above Para 9(b)

(i) to submit land ownership, ownership evidences and land map;

(ii) to submit land lease (Draft) agreement and to submit recommendation of the Union Attorney General Office if the land is related to the Union;

(c) Requirement of building to be constructed;

(i) Type/No. of Building	Annex 3
(ii) Area	40,975.353sq.m

(d) Product to be produced/service

(1) Name of Product	Generation of Electric Power from Gas Turbine
(2) Estimate amount to be produced annually	Refer to Annex 9
(3) Type of Service	/
(4) Estimated Value of annual Service	/

Remarks: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/raw materials	Refer to Annex -6

Remarks: Relating to the above Para 9 (e) detail list of products in terms of type of products, volume, value, technical specifications for the production shall be listed and enclosed.

(f) Production System	Gas Fired Combined Cycle Power Plant

	(g)	Technical Know-how	/
	(h)	Sales System	100% local sales under Power Purchase Agreement
	(i)	Annual Fuel Requirement (to prescribe type and quantity)	Natural Gas/ 6500mmcf(caculated by supply the fuel at least 20 mmcf per day)
	(j)	Annual electricity requirement	763,200,000 Kwh
	(k)	Annual water requirement (to prescribe daily requirement, if any)	1,800,000 m^3
10.	Detail information relating to financial standing-		
	(a)	Name/Company Name	U Energy Thaketa Power Co., Ltd
	(b)	National Registration No./Passport No.	Xxx/ Mr.Guan Yukun No.1924786
	(c)	Bank Account No.	Bank Account No. 861530108255 for USD & Multi Currencies Bank Account No. 861520091673 for HKD

Remarks: To enclose bank recommendation from resident country or annual audit report of the principle company relating to the above Para 10.

11. List of employment to be recruited in the investment business:-

(a)	Employment from local	(25) No.	(41.7%)
(b)	Required Technicians and Executives from abroad	(35) No.	(58.3%)

(To express required period based on the nature of business such as Engineer, QC Buyer, Management, etc.)

Remarks: The following particulars shall be enclosed relating to the above Para 11:-

(i) No. of employee, designation, salary rates, etc;	Refer to Annex - 8
(ii) Plan for Social security and welfare of staff/labor;	Refer to Annex - 12
(iii)family accompany with foreign employee;	

12. Particulars relating to the economic justifications:-

		Foreign Currency	Equivalent Estimated Kyat
(a)	Annual Income	Refer to Annex -9	
(b)	Annual expenditure	Refer to Annex 10	
(c)	Annual net profit	Refer to Annex 10	
(d)	Yearly investments	Refer to Annex 1	
(e)	Recoupment period	Refer to Annex 11	

(f)	Other benefits (to enclose detail calculation)	Refer to Annex 12	

13. Evaluation of environmental impact:-
    (a) Organization for evaluation of environmental impact;
    (b) Period of the evaluation for environmental impact;
    (c) Compensation programme for environmental impact (environmental draft law)
    (d) Water purification system and waste water treatment system;
    (e) Garbage management system;
    (f) System for storage of chemicals

14. Evaluation on Socio-economic assessments;
    (a) Organization for evaluation of socio-economic assessment;
    (b) Period of the evaluation for socio-economic assessment;
    (c) No. of volunteers (Corporate Social Responsibility) programme;

15. The above mentioned particulars and documents enclosed herewith this application are true and correct as per my understanding, checked by myself and submitted with signed hereunder.

Signature : ....

Name : Mr. Guan Yukun

Occupation : Promoter of the proposal

U Energy Thaketa Power Co., Ltd

Cash Flow Statement

Expressed in US$ (000)

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Cash inflow									
Net profit after tax		8,441.449	8,400.917	8,403.686	8,425.940	8,461.184	7,539.177	6,966.662	7,570.843
Depreciation		6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600
Cash inflow		14,725.049	14,684.517	14,687.286	14,709.540	14,744.784	13,822.777	13,250.262	13,854.443
Cash outflow									
Initial investment	125,672.000								
Cash outflow	125,672.000	-	-	-	-	-	-	-	-
Net cashflow	-125,672.000	14,725.049	14,684.517	14,687.286	14,709.540	14,744.784	13,822.777	13,250.262	13,854.443
Accumulated Net cash flow	-125,672.000	-110,947	-96,262	-81,575	-66,866	-52,121	-38,298	-25,048	-11,193

Payback period = 8 years and 10 months

IRR = 10%

Annex - 11

Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
7,286.277	7,142.980	7,009.425	6,877.494	6,750.435	6,334.402	7,123.332	6,989.012	7,013.821	7,043.502	7,079.677	6,683.117
6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600	6,283.600
13,569.877	13,426.580	13,293.025	13,161.094	13,034.035	12,618.002	13,406.932	13,272.612	13,297.421	13,327.102	13,363.277	12,966.717
-	-	-	-	-	-	-	-	-	-	-	-
13,569.877	13,426.580	13,293.025	13,161.094	13,034.035	12,618.002	13,406.932	13,272.612	13,297.421	13,327.102	13,363.277	12,966.717
2,377	15,803	29,096	42,257	55,291	67,909	81,316	94,589	107,886	121,213	134,577	147,543

Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
12,181.365	12,018.987	11,970.274	11,941.046	11,916.690	11,893.957	11,438.939	12,176.494	11,986.512	11,954.036
0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
12,181.365	12,018.987	11,970.274	11,941.046	11,916.690	11,893.957	11,438.939	12,176.494	11,986.512	11,954.036
-	-	-	-	-	-	-	-	-	-
12,181.365	12,018.987	11,970.274	11,941.046	11,916.690	11,893.957	11,438.939	12,176.494	11,986.512	11,954.036
159,725	171,744	183,714	195,655	207,572	219,466	230,905	243,081	255,068	267,022

U Energy Thaketa Power Co., Ltd
List of Machinery Equipment To be imported
Expressed in US$

Annex - 2

No.	Description	Type and Specification	Units	Quantity	Unit Price
Ⅰ	Thermal System		SET	1	54.348
1	Gas Turbine and Auxiliary equipment		SET	1	24.159
2	HRSG AND ACCESSORY		SET	1	5.947
3	ST，STG and Auxiliary equipment		SET	1	7.836
4	Natural gas station	27500Nm3/h	SET	1	6.297
5	Maintenance and hoisting device		SET	1	0.77
6	Compressed air system		SET	1	1.959
7	Nitrogen filling protection		SET	1	0.7
8	Material		LOT	1	3.148
9	Others		SET	1	0.702
10	maintace parts		LOT	1	2.832
II	Primary Electrial Equipment		SET	1	7.696
1	STG system		SET	1	0.245
2	Gas turbine generator outgoing system		SET	1	0.385
3	Phase bus accessory		lot	1	0.105
4	OUTDOOR TRANSFORMER		SET	1	2.239
5	66kV SWITCHGEAR	DOUBLE BUS CONNECTION TWO INCOMING,THREE OUT GOING	SET	1	0.84
6	EMERGENCY DIESEL GENERATOR,	800kW，400V	SET	1	0.56
7	ELECTRICAL AUXILIARY SYSTEM		SET	1	0.91
8	Lighting system		SET	1	0.07
9	SAFETY SLIDE CONTACTING WIRE(S.C.W.)		SET	1	0.035
10	Material for grounding system		SET	1	0.07
11	Cable		SET	1	1.469
12	Cable accessories		SET	1	0.56
13	Others		LOT	1	0.208
III	Secondary Electrical Equipment		SET	1	1.889
1	DC SYSTEM FOR UNIT		SET	1	0.21
2	UPS SYSTEM		SET	1	0.168
3	GENERATOR EXCITATION		SET	1	0.028
3.1	GENERATOR EXCITATION		SET	1	0.266
4	CONTROL AND PROTECTION SYSTEM FOR UNIT		SET	1	0.42
5	FIRE ALARM SYSTEM	CONTAINS: CONTROL PANEL, DETECTORS, I/O MODULE.	SET	1	0.105
6	OTHER EQUIPMENT		SET	1	0.126
7	66kV SWITCHYARD CONTROL AND PROTECTION SYSTEM		SET	1	0.525
8	Others		LOT	1	0.043
Ⅳ	Instrument & Control System		SET	1	2.379
1	INTEGRATED DEVICE		SET	1	0.805
2	CONTROL PANEL, CABINET	(WXDXH)	SET	1	0.665
3	LOCAL EQUIPMENT		SET	1	0.315
4	INSTALL MATERIAL		LOT	1	0.315
5	AUXILIARY SYSTEM		SET	1	0.245
6	Others		LOT	1	0.036
V	WATER SUPPLY AND FIRE FIGHTING SYSTEM		SET	1	3.708
1	C.W. SYSTEM		SET	1	1.049
2	RWA WATER PRE-TREATMENT		SET	1	0.805
3	SERVICE WATER SYSTEM		SET	1	0.175
4	THE POTABLE WATER AND SANITARY WASTE WATER		SET	1	0.28
5	RAIN WATER SYSTEM		SET	1	0.245
6	Oiy waste water treat system		SET	1	0.105
7	FIRE FIGHTING		SET	1	0.98
8	Others		SET	1	0.07

U Energy Thaketa Power Co., Ltd
List of Machinery Equipment To be imported
Expressed in US$

Annex - 2

No.	Description	Type and Specification	Units	Quantity	Unit Price
Ⅵ	Chemical water treatment system		SET	1	1.399
1	Demineralization system		SET	1	0.455
2	Chemical dosing system		SET	1	0.245
3	Water and steam sampling system		SET	1	0.14
4	LAB		SET	1	0.315
5	PLANT AREA PIPE		SET	1	0.105
6	Circulating cooling water（CCW） treatment system		SET	1	0.105
7	Others		SET	1	0.035
VII	Heating, Ventilating and Air		SET	1	0.539
Ⅷ	COMMUNICATION SYSTEM		SET	1	0.84
				Total:	72.799

U Energy Thaketa Power Co., Ltd

Income schedule Unit:1000 USD

Annex - 9

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 and onwards
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	728,840	724,764	722,170	720,243	718,761	717,353	695,986	728,321	720,095	718,316
Income	US$	24,707.66	24,569.49	24,481.56	24,416.24	24,366.00	24,318.27	23,593.91	24,690.08	24,411.22	24,350.93

		Year 11	Year 12	Year 13	Year 14	Year15	Year 16	Year 17	Year 18	Year1 9	Year 20
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	716,983	715,723	714,685	694,040	727,357	718,539	716,983	715,649	714,611	693,824
Income	US$	24,305.71	24,263.00	24,227.83	23,527.97	24,657.42	24,358.46	24,305.71	24,260.49	24,225.32	23,520.64

		Year 21	Year 22	Year23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	726,987	719,576	717,353	716,019	714,908	713,870	693,104	726,765	718,094	716,612
Income	US$	24,644.86	24,393.63	24,318.27	24,273.05	24,235.37	24,200.19	23,496.21	24,637.32	24,343.39	24,293.15

U Energy Thaketa Power Co., Ltd

Income schedule Unit:1000 USD

Annex - 9

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 and onwards
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	728,840	724,764	722,170	720,243	718,761	717,353	695,986	728,321	720,095	718,316
Income	US$	24,707.66	24,569.49	24,481.56	24,416.24	24,366.00	24,318.27	23,593.91	24,690.08	24,411.22	24,350.93

		Year 11	Year 12	Year 13	Year 14	Year15	Year 16	Year 17	Year 18	Year1 9	Year 20
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	716,983	715,723	714,685	694,040	727,357	718,539	716,983	715,649	714,611	693,824
Income	US$	24,305.71	24,263.00	24,227.83	23,527.97	24,657.42	24,358.46	24,305.71	24,260.49	24,225.32	23,520.64

		Year 21	Year 22	Year23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Name of Product	Electricity Charge										
Unit Price	US$/ Kwh	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339	0.0339
Production Volume	MWh/year	726,987	719,576	717,353	716,019	714,908	713,870	693,104	726,765	718,094	716,612
Income	US$	24,644.86	24,393.63	24,318.27	24,273.05	24,235.37	24,200.19	23,496.21	24,637.32	24,343.39	24,293.15

U Energy Thaketa Power Co., Ltd

Annual Water Requirement

Expressed in US$ Unit:USD Annex - 7

Item	Specification	Unit	Unit price	Year 1		Year 2		Year 3		Year 4 and onwards	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Water		m^3	0.1	1800000	180000	1800000	180000	1800000	180000	1800000	180000
Total					180,000		180,000		180,000		180,000

U Energy Thaketa Power Co., Ltd

Building Cost

Expressed in US$ Unit:Million

Sr. No.	Particular	Measurement & storeys	Estimate Cost USD (million)	Estimate Cost USD (million)
1	Factory			
	Main body of main powerhouse	1 Block	2.331	2.331
	Equipment foundation of pressure regulating station	1Block	0.012	0.012
	Chemical water workshop(boiler feed water treatment room)	1Block	0.142	0.142
	Structures outside chemical water room	1Block	0.070	0.070
	Mechanical ventilation cooling tower	1Block	0.359	0.359
	Structures outside steam turbine house in Row-A	1Block	0.513	0.513
	Combustion machine control room	1Block	0.120	0.120
	Diesel generator room	1Block	0.111	0.111
	Electrical power distribution room	1Block	0.481	0.481
	Comprehensive office building	1Block	0.664	0.664
	Household sewage treatment station (fan pump house)	1Block	0.367	0.367
	Industrial wastewater treatment room	1Block	0.049	0.049
	Structures outside industrial waste-water room	1Block	0.013	0.013
	Comprehensive water pump house	1Block	0.360	0.360
2	Staff Dormitory			
	Auxiliary building	1Block	0.221	0.221
3	Warehouse			
	Material warehouse and maintenance room	1Block	0.367	0.367
Total				6.180

U Energy Thaketa Power Co., Ltd

Depreciation Schedule

Expressed in US$ (Million)

Annex - 5

Particulars	Useful Life	Dep: rate	Year 1 to 20	
			Amt US $	Depn: Amt US $
Depn :				
Foreign currency	20	5%	**0.150**	**0.008**
Value of Machineries	20	5%	**72.799**	**3.640**
Construction Cost (including installation	20	5%	**42.897**	**2.145**
Engineering Design	20	5%	**5.459**	**0.273**
Interest for Construction Cost	20	5%	**4.367**	**0.218**
			125.672	**6.2836**

U Energy Thaketa Power Co., Ltd

Depreciation Schedule

Expressed in US$ (Million)

Annex - 5

Particulars	Useful Life	Dep: rate	Year 1 to 20	
			Amt US $	Depn: Amt US $
Depn :				
Foreign currency	20	5%	**0.150**	**0.008**
Value of Machineries	20	5%	**72.799**	**3.640**
Construction Cost (including installation	20	5%	**42.897**	**2.145**
Engineering Design	20	5%	**5.459**	**0.273**
Interest for Construction Cost	20	5%	**4.367**	**0.218**
			125.672	**6.2836**

U Energy Thaketa Power Co., Ltd

Loan Repayment Program

Expressed in US$ /Unit=1000USD Annex - 4

7.50%

Year	Balance b/f	Interest @ 7.5%	Annual payment	Balance c/d
0	89,282		0	89,282
1	89,282	6,696	6,847	82,435
2	82,435	6,183	7,411	75,024
3	75,024	5,627	7,400	67,624
4	67,624	5,072	7,400	60,224
5	60,224	4,517	7,400	52,824
6	52,824	3,962	7,400	45,424
7	45,424	3,407	7,400	38,024
8	38,024	2,852	7,400	30,624
9	30,624	2,297	7,400	23,224
10	23,224	1,742	7,400	15,824
11	15,824	1,187	7,400	8,424
12	8,424	632	7,400	1,024
13	1,024	77	1,024	0

Interest rate =7.5% (excluding WHT)

U Energy Thaketa Power Co., Ltd

Loan Repayment Program

Expressed in US$ /Unit=1000USD Annex - 4

7.50%

Year	Balance b/f	Interest @ 7.5%	Annual payment	Balance c/d
0	89,282		0	89,282
1	89,282	6,696	6,847	82,435
2	82,435	6,183	7,411	75,024
3	75,024	5,627	7,400	67,624
4	67,624	5,072	7,400	60,224
5	60,224	4,517	7,400	52,824
6	52,824	3,962	7,400	45,424
7	45,424	3,407	7,400	38,024
8	38,024	2,852	7,400	30,624
9	30,624	2,297	7,400	23,224
10	23,224	1,742	7,400	15,824
11	15,824	1,187	7,400	8,424
12	8,424	632	7,400	1,024
13	1,024	77	1,024	0

Interest rate =7.5% (excluding WHT)

U Energy Thaketa Power Co., Ltd

Projected Profit & Loss Statement

Expressed in US$/ Unit: 1000 USD

Annex - 10

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Export sales (0%)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local sales (100%)		######	24,569	24,482	24,416	24,366	24,318	23,594	24,690	24,411	24,351	24,306	24,263	24,228	23,528	24,657
Gross income		######	24,569	24,482	24,416	24,366	24,318	23,594	24,690	24,411	24,351	24,306	24,263	24,228	23,528	24,657
Less: 5% commercial tax	5%	1,235	1,228	1,224	1,221	1,218	1,216	1,180	1,235	1,221	1,218	1,215	1,213	1,211	1,176	1,233
Net income		######	23,341	23,257	23,195	23,148	23,102	22,414	23,456	23,191	23,133	23,090	23,050	23,016	22,352	23,425
Less : Cost of goods sold																
Raw Materials		#####	(1,926)	(1,919)	(1,914)	(1,910)	(1,907)	(1,850)	(1,936)	(1,914)	(1,909)	(1,906)	(1,902)	(1,899)	(1,845)	(1,933)
Direct labour		(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
Overhead		(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
Gross profit/ (loss)		**#####**	**21,264**	**21,188**	**21,131**	**21,087**	**21,045**	**20,414**	**21,369**	**21,126**	**21,074**	**21,034**	**20,997**	**20,966**	**20,356**	**21,341**
Less: Expenses																
Salaries		(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)
Freight, clearance and handling		(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
Electricity		(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Water		(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)
Telecommunication		(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(22)
Postal & Courier Services		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Equipment Maintenance		#####	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)
Property Maintenance		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Printing & Stationery		(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Uniforms		(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)
Medical		(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
Staff Transportation		(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)
Travel		(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)
Security		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Professional fee		(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Miscellaneous		(87)	(87)	(86)	(85)	(85)	(84)	(77)	(88)	(85)	(85)	(84)	(84)	(83)	(77)	(73)
Depreciation		#####	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)
Insurance		#####	(1,492)	(1,414)	(1,335)	(1,257)	(1,178)	(1,100)	(1,021)	(943)	(864)	(785)	(707)	(628)	(550)	(471)
Land leasing charge		(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)
Interest (including 15% interest tax)		#####	(7,274)	(6,620)	(5,967)	(5,314)	(4,661)	(4,008)	(3,355)	(2,702)	(2,049)	(1,396)	(743)	(90)	-	
Profit before tax		564	1,127	1,784	2,459	3,147	3,838	3,945	5,621	6,112	6,792	7,484	8,179	8,880	8,446	9,498
Less: Provision for income-tax	25%	-	-	-	-	-	(959)	(986)	(1,405)	(1,528)	(1,698)	(1,871)	(2,045)	(2,220)	(2,111)	(2,374)
Profit after tax		564	1,127	1,784	2,459	3,147	2,878	2,959	4,216	4,584	5,094	5,613	6,134	6,660	6,334	7,123
Less: Provision for CSR expenses	1%	(6)	(11)	(18)	(25)	(31)	(29)	(30)	(42)	(46)	(51)	(56)	(61)	(67)	(63)	(71)

15%

U Energy Thaketa Power Co., Ltd

Projected Profit & Loss Statement

Expressed in US$/ Unit: 1000 USD

Annex - 10

		Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Income																
Export sales (0%)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local sales (100%)		24,358	24,306	24,260	24,225	23,521	24,645	24,394	24,318	24,273	24,235	24,200	23,496	24,637	24,343	24,293
Gross income		24,358	24,306	24,260	24,225	23,521	24,645	24,394	24,318	24,273	24,235	24,200	23,496	24,637	24,343	24,293
Less: 5% commercial tax	5%	1,218	1,215	1,213	1,211	1,176	1,232	1,220	1,216	1,214	1,212	1,210	1,175	1,232	1,217	1,215
Net income		23,141	23,090	23,047	23,014	22,345	23,413	23,174	23,102	23,059	23,024	22,990	22,321	23,405	23,126	23,078
Less : Cost of goods sold																
Raw Materials		(1,910)	(1,906)	(1,902)	(1,899)	(1,844)	(1,932)	(1,912)	(1,907)	(1,903)	(1,900)	(1,897)	(1,842)	(1,932)	(1,908)	(1,905)
Direct labour		(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
Overhead		(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
Gross profit/ (loss)		**21,080**	**21,034**	**20,995**	**20,964**	**20,350**	**21,330**	**21,111**	**21,045**	**21,006**	**20,973**	**20,942**	**20,329**	**21,323**	**21,067**	**21,023**
Less: Expenses																
Salaries		(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)
Freight, clearance and handling		(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
Electricity		(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Water		(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)
Telecommunication		(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)
Postal & Courier Services		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Equipment Maintenance		(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)
Property Maintenance		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Printing & Stationery		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Uniforms		(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)
Medical		(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
Staff Transportation		(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)
Travel		(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)
Security		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Professional fee		(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Miscellaneous		(70)	(70)	(69)	(69)	(62)	(73)	(71)	(70)	(69)	(69)	(69)	(62)	(73)	(70)	(70)
Depreciation		(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	-	-	-	-	-	-	-	-	-	-
Insurance		(393)	(314)	(236)	(157)	(79)	0	-	-	-	-	-	-	-	-	-
Land leasing charge		(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)
Interest (including 15% interest tax)																
Profit before tax		9,319	9,352	9,391	9,440	8,911	16,242	16,025	15,960	15,921	15,889	15,859	15,252	16,235	15,982	15,939
Less: Provision for income-tax	25%	(2,330)	(2,338)	(2,348)	(2,360)	(2,228)	(4,060)	(4,006)	(3,990)	(3,980)	(3,972)	(3,965)	(3,813)	(4,059)	(3,996)	(3,985)
Profit after tax		6,989	7,014	7,044	7,080	6,683	12,181	12,019	11,970	11,941	11,917	11,894	11,439	12,176	11,987	11,954
Less: Provision for CSR expenses	1%	(70)	(70)	(70)	(71)	(67)	(122)	(120)	(120)	(119)	(119)	(119)	(114)	(122)	(120)	(120)

U Energy Thaketa Power Co., Ltd

Projected Profit & Loss Statement

Annex - 10

Expressed in US$/ Unit: 1000 USD

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																
Export sales (0%)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local sales (100%)		######	24,569	24,482	24,416	24,366	24,318	23,594	24,690	24,411	24,351	24,306	24,263	24,228	23,528	24,657
Gross income		######	24,569	24,482	24,416	24,366	24,318	23,594	24,690	24,411	24,351	24,306	24,263	24,228	23,528	24,657
Less: 5% commercial tax	5%	1,235	1,228	1,224	1,221	1,218	1,216	1,180	1,235	1,221	1,218	1,215	1,213	1,211	1,176	1,233
Net income		######	23,341	23,257	23,195	23,148	23,102	22,414	23,456	23,191	23,133	23,090	23,050	23,016	22,352	23,425
Less : Cost of goods sold																
Raw Materials		#####	(1,926)	(1,919)	(1,914)	(1,910)	(1,907)	(1,850)	(1,936)	(1,914)	(1,909)	(1,906)	(1,902)	(1,899)	(1,845)	(1,933)
Direct labour		(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
Overhead		(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
Gross profit/ (loss)		**#####**	**21,264**	**21,188**	**21,131**	**21,087**	**21,045**	**20,414**	**21,369**	**21,126**	**21,074**	**21,034**	**20,997**	**20,966**	**20,356**	**21,341**
Less: Expenses																
Salaries		(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)
Freight, clearance and handling		(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
Electricity		(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Water		(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)
Telecommunication		(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(22)
Postal & Courier Services		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Equipment Maintenance		#####	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)
Property Maintenance		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Printing & Stationery		(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Uniforms		(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)
Medical		(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
Staff Transportation		(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)
Travel		(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)
Security		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Professional fee		(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Miscellaneous		(87)	(87)	(86)	(85)	(85)	(84)	(77)	(88)	(85)	(85)	(84)	(84)	(83)	(77)	(73)
Depreciation		#####	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	(6,284)
Insurance		#####	(1,492)	(1,414)	(1,335)	(1,257)	(1,178)	(1,100)	(1,021)	(943)	(864)	(785)	(707)	(628)	(550)	(471)
Land leasing charge		(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)
Interest (including 15% interest tax)		#####	(7,274)	(6,620)	(5,967)	(5,314)	(4,661)	(4,008)	(3,355)	(2,702)	(2,049)	(1,396)	(743)	(90)	-	
Profit before tax		564	1,127	1,784	2,459	3,147	3,838	3,945	5,621	6,112	6,792	7,484	8,179	8,880	8,446	9,498
Less: Provision for income-tax	25%	-	-	-	-	-	(959)	(986)	(1,405)	(1,528)	(1,698)	(1,871)	(2,045)	(2,220)	(2,111)	(2,374)
Profit after tax		564	1,127	1,784	2,459	3,147	2,878	2,959	4,216	4,584	5,094	5,613	6,134	6,660	6,334	7,123
Less: Provision for CSR expenses	1%	(6)	(11)	(18)	(25)	(31)	(29)	(30)	(42)	(46)	(51)	(56)	(61)	(67)	(63)	(71)

15%

U Energy Thaketa Power Co., Ltd
Projected Profit & Loss Statement
Expressed in US$/ Unit: 1000 USD

Annex - 10

		Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Income																
Export sales (0%)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local sales (100%)		24,358	24,306	24,260	24,225	23,521	24,645	24,394	24,318	24,273	24,235	24,200	23,496	24,637	24,343	24,293
Gross income		24,358	24,306	24,260	24,225	23,521	24,645	24,394	24,318	24,273	24,235	24,200	23,496	24,637	24,343	24,293
Less: 5% commercial tax	5%	1,218	1,215	1,213	1,211	1,176	1,232	1,220	1,216	1,214	1,212	1,210	1,175	1,232	1,217	1,215
Net income		23,141	23,090	23,047	23,014	22,345	23,413	23,174	23,102	23,059	23,024	22,990	22,321	23,405	23,126	23,078
Less : Cost of goods sold																
Raw Materials		(1,910)	(1,906)	(1,902)	(1,899)	(1,844)	(1,932)	(1,912)	(1,907)	(1,903)	(1,900)	(1,897)	(1,842)	(1,932)	(1,908)	(1,905)
Direct labour		(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
Overhead		(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)	(100)
Gross profit/ (loss)		**21,080**	**21,034**	**20,995**	**20,964**	**20,350**	**21,330**	**21,111**	**21,045**	**21,006**	**20,973**	**20,942**	**20,329**	**21,323**	**21,067**	**21,023**
Less: Expenses																
Salaries		(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)	(624)
Freight, clearance and handling		(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
Electricity		(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Water		(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)	(180)
Telecommunication		(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)	(22)
Postal & Courier Services		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Equipment Maintenance		(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)	(3,770)
Property Maintenance		(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Printing & Stationery		(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Uniforms		(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)
Medical		(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
Staff Transportation		(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)	(150)
Travel		(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)	(156)
Security		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Professional fee		(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Miscellaneous		(70)	(70)	(69)	(69)	(62)	(73)	(71)	(70)	(69)	(69)	(69)	(62)	(73)	(70)	(70)
Depreciation		(6,284)	(6,284)	(6,284)	(6,284)	(6,284)	-	-	-	-	-	-	-	-	-	-
Insurance		(393)	(314)	(236)	(157)	(79)	0	-	-	-	-	-	-	-	-	-
Land leasing charge		(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)
Interest (including 15% interest tax)																
Profit before tax		9,319	9,352	9,391	9,440	8,911	16,242	16,025	15,960	15,921	15,889	15,859	15,252	16,235	15,982	15,939
Less: Provision for income-tax	25%	(2,330)	(2,338)	(2,348)	(2,360)	(2,228)	(4,060)	(4,006)	(3,990)	(3,980)	(3,972)	(3,965)	(3,813)	(4,059)	(3,996)	(3,985)
Profit after tax		6,989	7,014	7,044	7,080	6,683	12,181	12,019	11,970	11,941	11,917	11,894	11,439	12,176	11,987	11,954
Less: Provision for CSR expenses	1%	(70)	(70)	(70)	(71)	(67)	(122)	(120)	(120)	(119)	(119)	(119)	(114)	(122)	(120)	(120)

U Energy Thaketa Power Co., Ltd
List of Annual Requirement of Raw Material
Expressed in US$

Annex - 6

Sr. No.	Items	Specifications	A/C unit	U.P	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10 and onwards	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)
1	materials & parts for thermal Machanical	each type	lot		1	-1,356	1	-1,348	1	-1,344	1	-1,340	1	-1,337	1	-1,335	1	-1,295	1	-1,355	1	-1,340	1	-1,336
2	materials & parts for	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
3	materials & parts for Instrument & Control system	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
4	materials & parts for water supply and fire fighting system	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
5	materials & parts for Chemical water	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
6	materials & parts for Heating, Ventilating and Air Conditioning	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
7	materials & parts for communication system	each type	lot		1	-97	1	-96	1	-96	1	-96	1	-96	1	-95	1	-92	1	-97	1	-96	1	-95
						-1,937		-1,926		-1,919		-1,914		-1,910		-1,907		-1,850		-1,936		-1,914		-1,909

Sr. No.	Items	Specifications	A/C unit	U.P	Year 11		Year 12		Year 13		Year 14		Year 15		Year16		Year 17		Year 18		Year 19		Year 20	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)
1	materials & parts for thermal Machanical	each type	lot		1	-1,334	1	-1,332	1	-1,330	1	-1,291	1	-1,353	1	-1,337	1	-1,334	1	-1,331	1	-1,329	1	-1,291
2	materials & parts for	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
3	materials & parts for Instrument & Control system	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
4	materials & parts for water supply and fire fighting system	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
5	materials & parts for Chemical water	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
6	materials & parts for Heating, Ventilating and Air Conditioning	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
7	materials & parts for communication system	each type	lot		1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95	1	-95	1	-95	1	-92
						-1,906		-1,902		-1,899		-1,845		-1,933		-1,910		-1,906		-1,902		-1,899		-1,844

U Energy Thaketa Power Co., Ltd
List of Annual Requirement of Raw Material
Expressed in US$

Annex - 6

Sr. No.	Items	Specifications	A/C unit	U.P	Year 21		Year 22		Year 23		Year 24		Year 25		Year 26		Year 27		Year 28		Year 29		Year 30	
					Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)
1	materials & parts for thermal Machanical	each type	lot		1	-1,352	1	-1,339	1	-1,335	1	-1,332	1	-1,330	1	-1,328	1	-1,289	1	-1,352	1	-1,336	1	-1,333
2	materials & parts for	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
3	materials & parts for Instrument & Control system	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
4	materials & parts for water supply and fire fighting system	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
5	materials & parts for Chemical water	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
6	materials & parts for Heating, Ventilating and Air Conditioning	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
7	materials & parts for communication system	each type	lot		1	-97	1	-96	1	-95	1	-95	1	-95	1	-95	1	-92	1	-97	1	-95	1	-95
						-1,932		-1,912		-1,907		-1,903		-1,900		-1,897		-1,842		-1,932		-1,908		-1,905

U Energy Thaketa Power Co., Ltd

Investment Plan

Expresse in US$ (million) **Annex-1**

Sr. No.	Particular	Equity	Loan	Total (Million)	Remark
1	Foreign currency	0.045	0.105	**0.150**	
2	Value of Machineries	21.840	50.959	**72.799**	Annex - 2
3	Construction Cost (including installation	12.869	30.028	**42.897**	
-	Building value	1.854	4.326	6.180	Annex - 3
-	Installation	11.015	25.702	36.717	
4	Engineering Design	1.638	3.821	**5.459**	
5	Ineterests in Construction Period	0.000	4.367	**4.367**	
Total		36.392	89.28	**125.672**	

* Item 2+3+4=EPC Cost

Union Resources & Engineering Co., Ltd

Qualification Document

Union Resources & Engineering Co., Ltd.

Ⅰ. Brief Introduction of UREC

Union Resources & Engineering Co., Ltd. (UREC) is incorporated in 2009 by uniting former Yunnan Machinery and Equipment Import and Export Co., Ltd. (YMEC) and previous Yunnan Machinery Import and Export Co., Ltd. (YMC), aiming at creating a firmer platform for business development based on marvelous operating results achieved in the past two decades by YMEC and YMC as well as on the basis of combined reinforcement and taking advantages of YMEC and YMC one another.

Taking Integrated Resources Solution Provider as the Corporate Strategy for growth and development, newly established UREC will strive to become a transnational corporation group in ASEAN member countries on the strength of professional service-integration capability and powerful overseas channels.

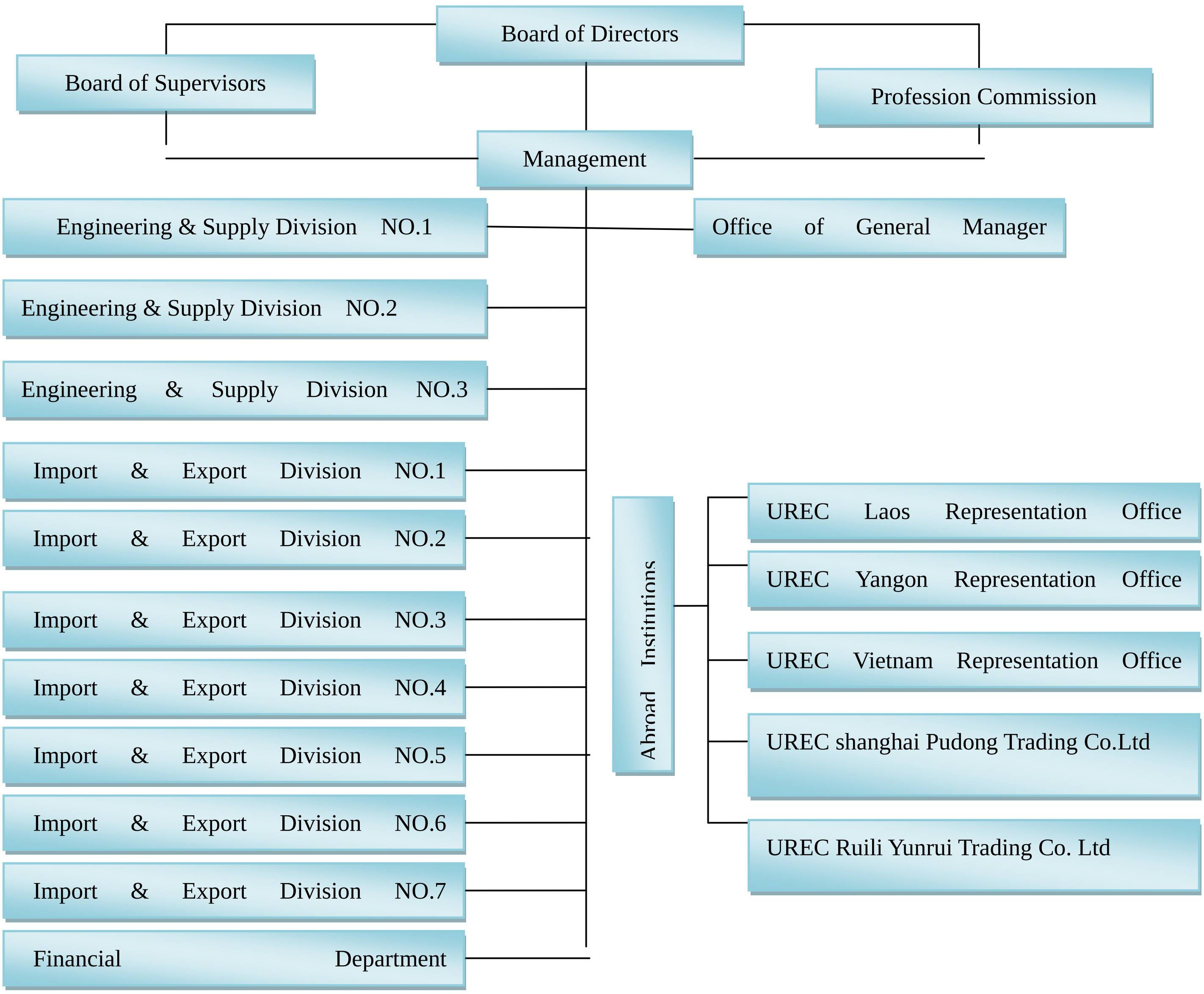
UREC has established and maintained extensive techno-economic cooperation and business relationships with almost 100 countries and regions, its accumulated foreign trade volume has exceeded three billion US Dollars, and in particular, great achievements have been made by UREC in ASEAN member countries in the past and it still maintains strong influence on Great Mekong Subregion. Up till present, UREC has established representative offices or subsidiaries in such countries as Cambodia, Laos, Myanmar, Singapore, the United States and Viet Nam as well as such municipalities and cities as Beijing, Hong Kong, Shanghai, Ruili and Hekou in China. Along with the reform and opening up during past three decades in China, UREC has contracted dozens of large and medium-sized projects in the fields of transport, energy, construction, metallurgy, light industry, environmental protection, tourism and real-estate in more than 10 countries and regions in Southeast Asia and America, and maintained long-term and steady partnership with hundreds of suppliers, designers and builders in China. With expertise in sectors of hydropower plant, power facilities, shipbuilding, shipyard construction, port cargo handling machinery, railway

infrastructure and container wharf, UREC has involved in construction of 26 hydropower projects in Myanmar, the United States and Viet Nam, exported several hundreds of vessels, ships, railway locomotives and passenger coaches to Myanmar, Thailand and Vietnam, supplied dozens of large-scale lifting equipment for ten-plus dockyards in Vietnam, and participated in the construction of the biggest shipyard in Vietnam - DZUNG QUAT Shipyard as a general contractor. Furthermore, UREC has taken up in the hydropower development of the Shweli River Basin in Myanmar on BOT basis.

The prime assets of UREC consist of Lakeview Golf Club, Expo. Building and Dali Cangshan Passenger Ropeway as well as shares in Yunnan United Power Development Co., Ltd and Lijiang Yulong Tourism Co., Ltd. In addition, UREC could provide diverse financing methods and channels for project operation thanks to good cooperative records maintained with many financial institutions from home and abroad.

Start fresh every day, newly-emerged UREC is seeking wider space for development and marching toward internationalized and collectivized direction.

Organization Chart of UREC


Board of Directors
Board of Supervisors
Profession Commission
Management
Engineering & Supply Division NO.1
Office of General Manager
Engineering & Supply Division NO.2
Engineering & Supply Division NO.3
Import & Export Division NO.1
Import & Export Division NO.2
Import & Export Division NO.3
Import & Export Division NO.4
Import & Export Division NO.5
Import & Export Division NO.6
Import & Export Division NO.7
Financial Department
Abroad Institutions
UREC Laos Representation Office
UREC Yangon Representation Office
UREC Vietnam Representation Office
UREC shanghai Pudong Trading Co.Ltd
UREC Ruili Yunrui Trading Co. Ltd

Qualification Documents

Certificate of Business Registration



企业法人营业执照

（副 本）1/4

注册号 530000100027236

名　　称 云南联合外经股份有限公司
住　　所 昆明市北京路175号外贸大楼附楼
法定代表人姓名 冯柯
注册资本 壹亿元正
实收资本 壹亿元正
公司类型 非上市股份有限公司
经营范围 自营和代理各类商品和技术的进出口业务，进料加工和"三来一补"业务，对销贸易和转口贸易；对外经济技术合作、对外劳务合作、对外援助项目；项目投资业务；承包工程及招投标代理；机械设备、机电产品、金属材料、建筑材料、化工产品、生物制品、轻工产品、土特产品、办公设备、光电产品、矿山开发经营及矿产品销售；设计、制作、发布、代理各类广告业务；环保产品、汽车、通讯设备及材料的经营；珠宝玉石销售，预包装食品兼散装食品、乳制品（含婴幼儿配方奶粉）的批发兼零售，房地产经营，设备租赁。（以上经营范围中涉及国家法律、行政法规规定的专项审批，按审批的项目和时限开展经营活动）***

成立日期 二〇〇一 年 三 月十二 日
营业期限 自 二〇〇六 年 二 月二十 日至 二〇五六 年 二 月 二十 日

须　知

1.《企业法人营业执照》是企业法人资格和合法经营的凭证。
2.《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3.《企业法人营业执照》正本应当置于住所的醒目位置。
4.《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5.登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
6.每年三月一日至六月三十日，应当参加年度检验。
7.《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8.办理注销登记，应当交回《企业法人营业执照》正本和副本。
9.《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

年度检验情况

云南省工商局 2010 年检	云南省工商局 2011 年检	云南省工商局 2012 年检	

云南省工商行政管理局

二〇一一 年十一 月十八 日

ENTERPRISE BUSINESS LICENSE

(Translation)

Registered No. 530000100027236

- **Issued by**: Yunnan Provincial Industrial and Commercial Administration Bureau
- **Date**: February 11, 2009
- **Enterprise Name**: Union Resources & Engineering Co., Ltd.
- **Address**: 175 Beijing Road, Yunnan Foreign Trade Building, Kunming, China
- **Legal Representative**: Mr. Feng Ke
- **Registered Capital**: Chinese Yuan (RMB) One Hundred Million only
- **Nature of Economy**: Limited Liability Company
- **Business Way**: Import and Export, Technology Import and Export, Processing with Drawings, Samples and Materials, Whole Sale and Retail
- **Scope of Business**: Import and Export of Machinery, Equipment, Instruments, Meters; Border Trade; Transit Trade; Sino-foreign Joint Venture; Processing with Drawings, Samples and Materials; Domestic Trade; Overseas Engineering Contracting & Supply; Foreign Economic Cooperation.

QUALITY MANAGEMENT SYSTEM CERTIFICATE

Certificate No.: 00112Q213300R4M/5300

We hereby certify that

Union Resources & Engineering Co.,Ltd.

No.175 Beijing Road, Yunnan Foreign Trade Building, Kunming City, Yunnan Province, P.R.China

by reason of its

Quality Management System

has been awarded this certificate for compliance with the standard

ISO9001: 2008

GB/T 19001-2008

The Quality Management System Applies in the following area:

To Import and Export All Kinds of Commodities and Techniques and to do Relative Domestic Business by the Corp. Itself or as an Agent; to Carry Out Processing of Imported Raw Materials or of Investor's Raw Materials, Processing by Client's Drawings or Samples; to Develop Compensation Trade, Barter Trade, Border Trade, Entrepot Trade and Overseas'Economic and Technical Cooperation Projects

Certified since: Oct. 19, 2000 **Valid from:** Dec. 14, 2012 **Valid until:** Dec. 13, 2015

After a surveillance cycle, the certificate is valid only when used together with an Acceptance Notice of Surveillance Audit issued by CQC. Please access www.cqc.com.cn for checking validity of the certificate.

CNAS
MANAGEMENT SYSTEM
CNAS C001-Q

IAF

Signed by: Wang Kejiao

IQNet

CHINA QUALITY CERTIFICATION CENTRE 中国质量认证中心

CHINA QUALITY CERTIFICATION CENTRE

Section 9, No.188, Nansihuan(the South Fourth Ring Road) Xilu(West Road), Beijing 100070,China

http://www.cqc.com.cn

Q 0129644

2009年版

THE INTERNATIONAL CERTIFICATION NETWORK

CERTIFICATE

IQNet and
CQC
hereby certify that the organization

Union Resources & Engineering Co.,Ltd.

No.175 Beijing Road, Yunnan Foreign Trade Building, Kunming City, Yunnan Province, P.R.China

For the following field of activities

To Import and Export All Kinds of Commodities and Techniques and to do Relative Domestic Business by the Corp. Itself or as an Agent; to Carry Out Processing of Imported Raw Materials or of Investor's Raw Materials, Processing by Client's Drawings or Samples; to Develop Compensation Trade, Barter Trade, Border Trade, Entrepot Trade and Overseas'Economic and Technical Cooperation Projects

Has implemented and maintains a
Management System
Which fulfils the requirements of the following standard

ISO9001:2008

Issued on: Dec. 14, 2012
Validity date: Dec. 13, 2015
Registration Number: ***00112Q213300R4M/5300***

Michael Drechsel
President of IQNet

Wang Kejiao
President of CQC

IQNet Partners*:
AENOR *Spain* AFNOR Certification *France* AIB-Vinçotte International *Belgium* ANCE *Mexico* APCER *Portugal* CCC *Cyprus* CISQ *Italy* CQC *China* CQM *China* CQS *Czech Republic* Cro Cert *Croatia* DQS Holding GmbH *Germany* DS *Denmark* ELOT *Greece* FCAV *Brazil* FONDONORMA *Venezuela* ICONTEC *Colombia* IMNC *Mexico* INNORPI *Tunisia* Inspecta Certification *Finland* IRAM *Argentina* JQA *Japan* KFQ *Korea* MSZT *Hungary* Nemko AS *Norway* NSAI *Ireland* PCBC *Poland* Quality Austria *Austria* RR *Russia* SII *Israel* SIQ *Slovenia* SIRIM QAS International *Malaysia* SQS *Switzerland* SRAC *Romania* TEST St Petersburg *Russia* TSE *Turkey* YUQS *Serbia*
IQNet is represented in the USA by: AFNOR Certification, CISQ, DQS Holding GmbH and NSAI Inc.
The list of IQNet partners is valid at the time of issue of this certificate. Updated information is available under www.iqnet-certification.com

税务登记证

云国 税 字53010371946288X号

纳税人名称：云南联合外经股份有限公司

法定代表人(负责人)：冯柯

地址：云南省昆明市官渡区太和办事处北京路175号外贸大楼附4楼

登记注册类型：股份有限公司

经营范围：自营和代理各类商品合技术的进出口业务，进料加工和 三来一补 业务，对销贸易和转口贸易； 对外经济技术合作、对外劳务合作、对外援助项目；项目投资业务、矿产品、轻工产品、土特产品、办公设备、光电产品的销售；矿山开发经营，设……及招投标代理；机械设备、机电产品、金属材料、建筑材料、化工产品、生物制品、环保产品、汽车、通讯设备及材料的经营（以上范围涉及国家专项审批的，按审批的项目和时限开展经营）。

批准设立机关：云南省工商行政管理局

扣缴义务：依法确定

发证税务机关

二〇〇六年十一月十七日

对外贸易经营者备案登记表

备案登记表编号：00714608　　　　进出口企业代码：530071946288X

经营者中文名称	云南联合外经股份有限公司		
经营者英文名称	UNION RESOURCES & ENGINEERING CO., LTD.		
组织机构代码	71946288X	经营者类型（由备案登记机关填写）	股份有限公司
住　所	昆明市北京路175号外贸大楼附楼		
经营场所（中文）	昆明市北京路175号外贸大楼附楼		
经营场所（英文）	NO.175, BEIJING ROAD, KUNMING,YUNNAN P.R.C		
联系电话	0871-3164879	联系传真	0871-3136829
邮政编码	650011	电子邮箱	urec@urec.com.cn
工商登记注册日期	2001-3-12	工商登记注册号	530000100027236

依法办理工商登记的企业还须填写以下内容

企业法定代表人姓名	冯柯	有效证件号	530102196406090712
注册资金	壹亿元		（折美元）

依法办理工商登记的外国（地区）企业或个体工商户（独资经营者）还须填写以下内容

企业法定代表人／个体工商负责人姓名		有效证件号	
企业资产／个人财产			（折美元）

备注 变更企业注册资本，原备案登记表00613945作废。	

填表前请认真阅读背面的条款，并由企业法定代表人或个体工商负责人签字、盖章。

备案登记机关

签　章

2009 年 10 月 27 日

会 员 证 书

承商证字 39002002009号

云南联合外经股份有限公司

经资格审查，贵公司符合中国对外承包工程商会章程规定的入会条件，特批准为会员。

中国对外承包工程商会
2009年 3 月 23 日

CERTIFICATE OF MEMBERSHIP

NO. 39002002009

Date: Mar 23,2009

It is hereby certified that Union Resources & Engineering Co., Ltd., *upon examination, is qualified for membership in accordance with the charter of China International Contractors Association.*

CHINA INTERNATIONAL
CONTRACTORS ASSOCIATION

中华人民共和国
组织机构代码证

代　　码：7 1 9 4 6 2 8 8 - X

机构名称：云南联合外经股份有限公司

机构类型：企业法人　　冯柯

地　　址：昆明市北京路１７５号外贸大楼附楼

有 效 期：自2013年01月30日至2017年01月30日

颁发单位：云南省质量技术监督局

登 记 号：组代管530000-077424

说　明

1. 中华人民共和国组织机构代码是组织机构在中华人民共和国境内唯一的，始终不变的法定代码标识，《中华人民共和国组织机构代码证》是组织机构法定代码标识的凭证，分正本和副本。
2. 《中华人民共和国组织机构代码证》不得出租、出借、冒用、转让、伪造、变造、非法买卖。
3. 《中华人民共和国组织机构代码证》登记项目发生变化时，应向发证机关申请变更登记。
4. 各组织机构应当按有关规定，接受发证机关的年度检验。
5. 组织机构依法注销、撤消时，应向原发证机关办理注销登记，并交回全部代码证。

中华人民共和国　国家质量监督检验检疫总局签章

请于次年１２月３１日前接受定期审查；代码证有效期届满前请办理换证手续，若不能及时办理，请提前备案

年检记录

年　月　日	年　月　日	年　月　日	年　月　日

NO.2012　3020902

中华人民共和国
对外承包工程资格证书

编号：5300200200038

单位名称：云南联合外经股份有限公司

英文名称：UNION RESOURCES & ENGINEERING CO.,LTD.

经审核，同意经营本证书登记范围内的对外承包工程业务。

发证机关（公章）

二〇 〇年 五 月 二十 六 日

企业法人营业执照注册号 或事业单位法人证书号	530000100027236	单位代码	530071946288X
法定代表人	冯柯	单位类型	非工程建设类
单位地址	云南省昆明市北京路175号云南外贸大楼		
注册资本或开办资金	10000万元		
经营范围	1. 承包与其实力、规模、业绩相适应的国外工程项目。 2. 对外派遣实施上述境外工程所需的劳务人员。		
批准文号	外经贸合函[2002]505号		
发证机关	云南省商务厅		

监督检查情况	
审查合格，同意换证	2010 年 05 月 26 日（公章）
	年 月 日（公章）
	年 月 日（公章）
	年 月 日（公章）
	年 月 日（公章）

CURRICULUM VITA OF PROPOSED KEY PERSON

Curriculum Vitae

1. Proposed Position: Project Manager

2. Position in the Company: President

3. Name of Company: Union Resources & Engineering Co., Ltd. (UREC)

4. Name of staff: Mr. Guan Yukun

5. Profession: Engineer

6. Date of birth: August 21st, 1972

7. Nationality: P.R. China

8. Employment record:

July 1994 – up to now, Yunnan Machinery & Equipment Imp./Exp. Co., Ltd.

Experience in last ten years:

1) 1994 – 1995 Assistant Project Manager;
2) 1995 – 1997 Project Manager of Nam Hkam Hka Hydropower Station (4x1250 KW) in Myanmar;
3) 1997 – 1998 Business Representative in Yangon, Myanmar;
4) 1999 – 2000 Project Manager of Paunglaung Hydropower Project (4x70 MW) in Myanmar;
5) 2000 – 2001 General Manager of Paunglaung Project Site Branch;
6) 2002 – 2004 Manager of YMEC RD Department;
7) 2002 – 2004 Project Manager of Shweli Hydropower Project (6x100 MW);
8) 2004 – 2006 General Manager of Binlangjiang Hydropower Company (600 MW).
9) 2007- now General Manager of Hydroelectric power project phase II (2×70MW & 2×200MW);
10) 2009-now General Manager of LAJA I Hydropower Station(2×17.2MW) and Khe Bo Hydropower Project(2×50MW)
11) 2010-2013 General Manager of Vinh Son 5 Hydropower Project
12) 2013-2014 President of UREC

9. Membership in professional societies: Project Management Professional (PMP)

10. Detailed tasks assigned: Project mobilization, management & closing

11. Education:

1）September 1990 – June 1994, Bachelor degree of Zhejiang University

2）September 1999 – June 2001, Master Course of Tsinghua University

3）December 2003, Project Management Professional (PMP)

12. Language: English fluent in writing and oral

Curriculum Vitae

1. Position: Senior Engineer
2. Name of the Company:
   Union Resources & Engineering Co., Ltd. (UREC)
3. Name of Staff: Zhang Ren
4. Profession: Expert of UREC
5. Date of Birth: 8th Aug. 1943
6. Education: Graduated from He Hai University, majored in motive power of hydropower station.
7. Employment record:
   (1) From 1972 to 1990, working for Sinohydro Engineering Bureau 14 as technician, chief technician for mechanical work, manager of branch, deputy-manager of head office.
   (2) From 1998 to 2003, Chief engineer of Sinohydro Engineering Bureau 14.
   (3) From 1970 to 1977, technician of governor installation for Yunnan Lv Shui River Hydropower Station.
   (4) From 1988 to 1992, conductor of LUBUGE Hydropower Station (4X150MW).
   (5) From 1993 to 1996, led the technical work of Guangzhou Pumping and energy storage Station (4X300MW).
   (6) From 1997 to 2002, led the technical work of Henan Xiaolangdi Project (6X300MW).
   (7) In 2004, responsible for technical installation of Nammu Hydropower Station in Vietnam (3X305MW).
   (8) From 2004 to 2006, responsible for technical installation of machinery for Paunglaung Hydropower Station in Myanmar (4X150MW).

8. Detailed tasks assigned: Responsible for coordination work of technical group.

9. Specification, position held by staff: Senior Engineer

10. Language: Chinese, English.

11. Personal Post:

(1) In December 1981, Science and Technology Bureau of State Department, Engineer.

(2) In September 1988, former Hydro-electric Power Bureau, Senior Engineer.

(3) In December 1994, former Electric Power Industry Bureau, Senior Engineer.

(4) In 2004, National Construction Ministry, Electric enrolled Engineer.

Curriculum Vitae

1. Name: Zhang Xianzhong

2. Sex: Male

3. Birthday: November 24, 1941

Union Resources & Engineering Co., Ltd. (UREC)

4. Specification: Electrical equipment

5. Professional qualification: Senior Engineer

6. Proposed Position: Chief Engineer (Electrical)

7. Education background: In 1963, graduated from Guizhou University of Technology.

8. Work experience:

(1) From 1964 to 1966, participating in Fill and Level Up project in Village Puping Powerplant(2X12MW) and Yangzonghai Powerplant(5X12MW);

(2) From 1967 to 1982, be responsible for Primary Electric in Penshuidong Powerhouse (1X12MW) and Xunjiansi Powerhouse(2X25MW) .General designer in reconstruction of 220kV Puji substation ,110kV Hewan substation and Xiaolongtan substation. Be assessed as Engineering in 1997;

(3) From 1983 to 1984, Electric principle of Baishui Powerhouse(3X200) , The team leader in Maanshan Substation Project;

(4) From 1985 to 1988, Design respective in Kunming Powerhouse Project (2X100MW), in 1988, Deputy Manager in this Powerhouse, be assessed as Senior Engineering;

(5) From 1989 to 1993, Major Engineering in generating chamber. Participating in tender design on 115kV Substation Project in Laos and

succeeded.

(6) From 1994 to 1999, employed as Deputy Chief Engineer, 1996~1999, as Part-time President in Technology & Quality security department.

(7) From 2000 to 2006, work in Yunnan Agricultural Power Design Institute, have the qualification of registered Electric Engineer.

(8) From 2006 up to now, Senior Engineer of UREC

Curriculum Vitae

1. Name: Yang Xiongxiang

2. Sex: Male

3. Birthday: September 5, 1936

4. Specification: Hydropower equipment

Union Resources & Engineering Co., Ltd. (UREC)

5. Professional qualification: Senior Engineer

6. Proposed Position: Chief Engineer (Mechanical)

7. Education background:

In 1955, graduated from Hydropower Technical School of Hangzhou;

In 1966, graduated from Yunnan University.

8. Work experience:

(1) In 1955, work in Turbine generator installation team of Guan Ting Hydropower Station;

(2) In 1956, work as assistant engineer in installation team of Shi Zhitan, Sichuan Province;

(3) In 1957, transferred to work in the installation of Yi Lihe Hydropower Station (330MW);

(4) In 1959, work as chief technician in Yi Lihe Hydropower Station;

(5) From 1972 to 1977, work in the installation in Da Zhai Hydropower Station, responsible for the mechanical installation work;

(6) From 1981 to 1984, work as section chief engineer abroad in Lagedu Hydropower Station in Cameroon, Africa;

(7) In 1984, return home as director of Bidding and Tender Invitation Office, and later transferred to Chief Engineer Office as Deputy Chief Engineer;

(8) From 1986 to 1991, work in Lubuge Hydropower Station (600MW) as Chief Engineer for mechanical installation;

(9) From 1991 to 1994, work in the first stage of Guang Zhou Pumped Storage Power Station (1200MW) as Deputy Project Manager and Chief Engineer;

(10) From 1994 to 1995, participating in the tender invitation of Tian Huangping Hydropower Station (1800MW) and was awarded the bidding in 1995.

(11) In 1995, work and organize the Quality Control Department in Er Tan Hydropower Station (3300MW) and work as Senior Assistant for Electro-mechanical Equipment Project Manager.

(12) From 2000 till now, work in YMEC as Deputy Chief Engineer (Mechanical) for Paunglaung Hydropower Station.

Curriculum Vitae

1. Position: Senior Engineer

2. Name of the Company:

Union Resources & Engineering Co., Ltd. (UREC)

3. Name of Staff: Wang Jinhan

4. Profession: Expert of UREC

5. Date of Birth: 8th September 1939

6. Education: Graduated from He Hai University, majored in Hydraulic structure.

7. Employment record:

(1) From 1963 to 1971, Technician for Yilihe Hydropower Project.

(2) From 1972 to 1978, in charge of technology for Da Zhai Project in Luoping, Yunnan Province.

(3) From 1970 to 1977, technician of governor installation for Yunnan Lv Shui River Hydropower Station.

(4) From 1979 to 1988, Chief Engineer of for LUBUGE Project.

(5) From 1985 to 1987, worked for Lagedu Hydropower Station in Cameroon.

(6) From 1989 to 1991, work for Mubali Hydropower Station in Africa.

(7) From 1991 to 1992, Deputy Engineer of TIanshengji Project.

(8) From 1993 to 1996, Chief Engineer of East Branch of Sinohydro Engineering Bureau 14, worked for Wuhuangping Pumping and Energy Storage Station in Zhejiang Province.

(9) From 1997 to 1998, Deputy Master of Xiaolangdi Project.

(10) From 1999 till now, Senior Engineer of YMEC, and then of UREC.

8. Detailed tasks assigned: Responsible for technical guidance for UREC's projects.

9. Specification, position held by staff: Senior Engineer

10. Language: Chinese, English.

Curriculum Vitae

1. Position: Senior Engineer

2. Name of the Company:

Union Resources & Engineering Co., Ltd. (UREC)

3. Name of the Staff: Li Guangrong

4. Profession: Expert of UREC

5. Date of birth: April, 1939

6. Employment record:

(1) As a Technician during the Construction of the Dam filling of the Yili River Maojiacun Hydropower Station in Yunnan Province 1963-1966.

(2) As a Director Technician during the Construction of the Excavation of the tunnel and the Temporary Project of the Lushui River Hydropower Station in Yunnan Province 1966-1972.

(3) As a Director Technician during the Construction of the Excavation of the tunnel, the Surge Shaft and the Concrete of the Dazhai Hydropower Station 1972-1977.

(4) As a Director Technician and Site Engineer during the Preparing Work of the Preliminary Construction of the Lubuge Hydropower Station 1977-1982.

(5) Director Engineer of the Technical Department and Vice Principal of the leading group of the Command Department during the technology management in the Lubuge Hydropower Station 1982-1992.

(6) As a Chief Engineer of Tianshengqiao branch of the Sinohydro Engineering Bureau 14 in charge of the Leading work of the Excavation of the Diversion and Spillway 1992-1995.

(8) As a Chief Engineer of Road Engineering Department of Cameroon 1995-1996.

(9) Vice Chief Engineer of the Sinohydro Engineering Bureau 14

1995-1997.

(10) Working in the Chief Engineer Office in the Sinohydro Engineering Bureau 14 1997-1998.

(11) Chief Supervision Engineer during Construction of the House of the Hongtamuye and Sunshine Garden Civil work of the Kunming Credit Supervision Company 1998-2002.

(12) Employed by the Sinohydro Engineering Bureau 14 to do the Technology Guiding work in the Construction of the Paunglaung Hydropower Station in Myanmar 2002-2004.

(13) Employed by YMEC as the Chief Engineer of the Shweli River Engineering Department 2004-2006.

(14) Employed by YMEC, and then UREC Working in the Expert Group, and the turning Chief Engineer of Dachunhe Hydropower Station.

7. **Detailed tasks assigned:** Responsible for the Consulting and Technology Directing of Hydropower Projects.

8. **Education:** Graduated from the Hydraulic Structure Engineering of the Chengdu Engineering College.

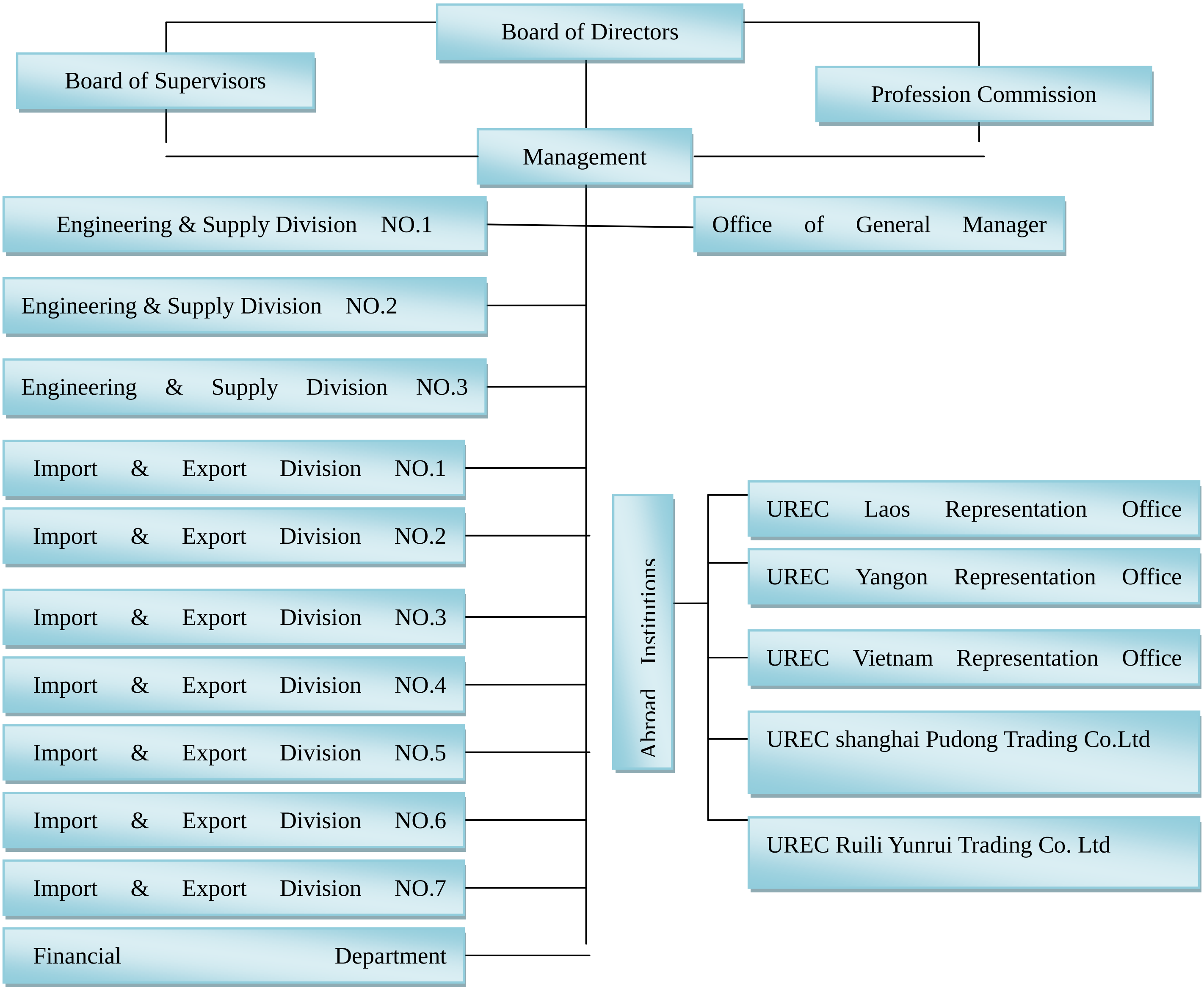
9. **Language:** Chinese and English.

Union Resources & Engineering Co., Ltd

Qualification Document

Union Resources & Engineering Co., Ltd.

Organization Chart of UREC



Qualification Documents

Certificate of Business Registration

企业法人营业执照

（副　本）1/4

注册号　530000100027236

名　　称　云南联合外经股份有限公司

住　　所　昆明市北京路175号外贸大楼附楼

法定代表人姓名　冯柯

注册资本　壹亿元正

实收资本　壹亿元正

公司类型　非上市股份有限公司

经营范围　自营和代理各类商品和技术的进出口业务，进料加工和"三来一补"业务，对销贸易和转口贸易；对外经济技术合作、对外劳务合作、对外援助项目；项目投资业务；承包工程及招投标代理；机械设备、机电产品、金属材料、建筑材料、化工产品、生物制品、轻工产品、土特产品、办公设备、光电产品、矿山开发经营及矿产品销售；设计、制作、发布、代理各类广告业务；环保产品、汽车、通讯设备及材料的经营；珠宝玉石销售，预包装食品兼散装食品、乳制品（含婴幼儿配方奶粉）的批发兼零售，房地产经营，设备租赁。（以上经营范围中涉及国家法律、行政法规规定的专项审批，按审批的项目和时限开展经营活动）***

成立日期　二〇〇一 年 三 月 十二 日

营业期限　自 二〇〇六 年 二 月 二十 日 至 二〇五六 年 二 月 二十 日

须　知

1．《企业法人营业执照》是企业法人资格和合法经营的凭证。
2．《企业法人营业执照》分为正本和副本，正本和副本具有同等法律效力。
3．《企业法人营业执照》正本应当置于住所的醒目位置。
4．《企业法人营业执照》不得伪造、涂改、出租、出借、转让。
5．登记事项发生变化，应当向公司登记机关申请变更登记，换领《企业法人营业执照》。
6．每年三月一日至六月三十日，应当参加年度检验。
7．《企业法人营业执照》被吊销后，不得开展与清算无关的经营活动。
8．办理注销登记，应当交回《企业法人营业执照》正本和副本。
9．《企业法人营业执照》遗失或者毁坏的，应当在公司登记机关指定的报刊上声明作废，申请补领。

年度检验情况

云南省工商局 2010 年检	云南省工商局 2011 年检	云南省工商局 2012 年检	

云南省工商行政管理局

二〇一一 年 十一 月 十八 日

ENTERPRISE BUSINESS LICENSE

(Translation)

Registered No. 530000100027236

- **Issued by**: Yunnan Provincial Industrial and Commercial Administration Bureau
- **Date**: February 11, 2009
- **Enterprise Name**: Union Resources & Engineering Co., Ltd.
- **Address**: 175 Beijing Road, Yunnan Foreign Trade Building, Kunming, China
- **Legal Representative**: Mr. Feng Ke
- **Registered Capital**: Chinese Yuan (RMB) One Hundred Million only
- **Nature of Economy**: Limited Liability Company
- **Business Way**: Import and Export, Technology Import and Export, Processing with Drawings, Samples and Materials, Whole Sale and Retail
- **Scope of Business**: Import and Export of Machinery, Equipment, Instruments, Meters; Border Trade; Transit Trade; Sino-foreign Joint Venture; Processing with Drawings, Samples and Materials; Domestic Trade; Overseas Engineering Contracting & Supply; Foreign Economic Cooperation.

QUALITY MANAGEMENT SYSTEM CERTIFICATE

Certificate No.: 00112Q213300R4M/5300

We hereby certify that

Union Resources & Engineering Co.,Ltd.

No.175 Beijing Road, Yunnan Foreign Trade Building, Kunming City, Yunnan Province, P.R.China

by reason of its

Quality Management System

has been awarded this certificate for compliance with the standard

ISO9001: 2008

GB/T 19001-2008

The Quality Management System Applies in the following area:

To Import and Export All Kinds of Commodities and Techniques and to do Relative Domestic Business by the Corp. Itself or as an Agent; to Carry Out Processing of Imported Raw Materials or of Investor's Raw Materials, Processing by Client's Drawings or Samples; to Develop Compensation Trade, Barter Trade, Border Trade, Entrepot Trade and Overseas'Economic and Technical Cooperation Projects

Certified since: Oct. 19, 2000 **Valid from: Dec. 14, 2012** **Valid until: Dec. 13, 2015**

After a surveillance cycle, the certificate is valid only when used together with an Acceptance Notice of Surveillance Audit issued by CQC. Please access www.cqc.com.cn for checking validity of the certificate.

CNAS MANAGEMENT SYSTEM CNAS C001-Q

IAF MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT

Signed by: Wang Kejiao

IQNet THE INTERNATIONAL CERTIFICATION NETWORK

中国质量认证中心 CHINA QUALITY CERTIFICATION CENTRE

CHINA QUALITY CERTIFICATION CENTRE

Section 9, No.188, Nansihuan(the South Fourth Ring Road) Xilu(West Road), Beijing 100070,China

http://www.cqc.com.cn

Q 0129644 2009年版

IQNet
THE INTERNATIONAL CERTIFICATION NETWORK

CERTIFICATE

IQNet and
CQC
hereby certify that the organization

Union Resources & Engineering Co.,Ltd.

No.175 Beijing Road, Yunnan Foreign Trade Building, Kunming City, Yunnan Province, P.R.China

For the following field of activities

To Import and Export All Kinds of Commodities and Techniques and to do Relative Domestic Business by the Corp. Itself or as an Agent; to Carry Out Processing of Imported Raw Materials or of Investor's Raw Materials, Processing by Client's Drawings or Samples; to Develop Compensation Trade, Barter Trade, Border Trade, Entrepot Trade and Overseas'Economic and Technical Cooperation Projects

Has implemented and maintains a
Management System
Which fulfils the requirements of the following standard

ISO9001:2008

Issued on: Dec. 14, 2012
Validity date: Dec. 13, 2015
Registration Number: ***00112Q213300R4M/5300***

Michael Drechsel
President of IQNet

Wang Kejiao
President of CQC

IQNet Partners*:
AENOR *Spain* AFNOR Certification *France* AIB-Vinçotte International *Belgium* ANCE *Mexico* APCER *Portugal* CCC *Cyprus* CISQ *Italy* CQC *China* CQM *China* CQS *Czech Republic* Cro Cert *Croatia* DQS Holding GmbH *Germany* DS *Denmark* ELOT *Greece* FCAV *Brazil* FONDONORMA *Venezuela* ICONTEC *Colombia* IMNC *Mexico* INNORPI *Tunisia* Inspecta Certification *Finland* IRAM *Argentina* JQA *Japan* KFQ *Korea* MSZT *Hungary* Nemko AS *Norway* NSAI *Ireland* PCBC *Poland* Quality Austria *Austria* RR *Russia* SII *Israel* SIQ *Slovenia* SIRIM QAS International *Malaysia* SQS *Switzerland* SRAC *Romania* TEST St Petersburg *Russia* TSE *Turkey* YUQS *Serbia*
IQNet is represented in the USA by: AFNOR Certification, CISQ, DQS Holding GmbH and NSAI Inc.
The list of IQNet partners is valid at the time of issue of this certificate. Updated information is available under www.iqnet-certification.com

UREC ENERGY INTERNATIONAL LIMITED
聯 合 能 源 國 際 有 限 公 司

Unit C,16th Fl.,CNT Tower,338 Hennessy Road ,Wanchai , HongKong . 香港灣仔軒尼詩道 338 號北海中心 16 樓 C 室
TEL : 852-28544189 FAX : 852-28157334 E-MAIL : eehingco@biznetvigator.com

REMITTANCE NOTICE

PLEASE T/T ALL PAYMENTS TO OUR ACCOUNT AS FOLLOWS:

BANK NAME : ICBC (ASIA) LTD.
Address : ICBC Tower, 3 Garden Road, Central, Hong Kong.

SWIFT CODE : UBHKHKHH

A/C NUMBER (USD & MULTI CURRENCIES) : 861530108255

A/C NUMBER (HKD) : 861520091673

A/C NAME :
UREC ENERGY INTERNATIONAL LIMITED